

ANNE ARUNDEL COUNTY, MARYLAND

UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

H ERLE SCHAFER
CLERK OF THE CIRCUIT COURT

CAMERA: SHIRLEY GRIZZEL

LIBER

5 2 9

0-2

273189

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First) and address(es)
COMDISCO, INC.
6400 SHAFER COURT
ROSEMONT, IL 60018

2. Secured Party(ies) and address(es)
WELLS FARGO BANK, N.A. #489
EQUIPMENT FIN. CTR. #0118-271
101 CALIFORNIA ST., STE. 2790
SAN FRANCISCO, CA 94163

RECORD FEE 13.00
POSTAGE .50

#143360 C777 R04 715720

4. This financing statement covers the following types (or items) of property:

FOR MORE DETAILED INFORMATION, PLEASE REFER TO
EXHIBITS A AND B.

(SL 32121) /

5. Assignee(s) of Secured Party and Address(es)

CK 06/28/88

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented: 2

Filed with: Anne Arundel County Clerk, MD ("Not Subject to Recordation Tax")

COMDISCO, INC.

By: Jo Goyette Jo Goyette
Signature(s) of Debtor(s)

WELLS FARGO, N.A.
By: M. Padilla M. Padilla
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

13 50

EXHIBIT A

EQUIPMENT SCHEDULE NO. 20DATED AS OF March 28, 1988TO MASTER LEASE AGREEMENT DATED AS OF March 7, 1983 ("Master Lease")LESSEE: Mercantile Safe Deposit & Trust
CompanyAddress for Legal Notices:
742 Old Hammonds Ferry Road
Linthicum, MD 21090

Attn.: Ken Lumpkin

Address for Other Correspondence:
Same as above

Attn.: /

Location of Equipment:

Same as above

LESSOR: COMDISCO, INC.

Address for All Notices:

6400 Shafer Court
Rosemont, Illinois 60018
Attn.: Operations Lease AdministratorInvestment Tax Credit
(on order New Equipment)
for the account of:

Lessor _____

Lessee _____

N/A XInitial Term/
Months: 60 mos.

EQUIPMENT (as defined below):

Item No.	Qty.	Machine/Feature	Description	Serial Number	Monthly Rent
1.	2	3480 B22	Magnetic Tape Units	73286,75339	<u>\$1,545.00</u>

EXHIBIT B

"All right, title and interest of the Lessee(s) described in Exhibit A in that certain Master Lease(s) and Equipment Schedule(s) also as described in Exhibit A, between Comdisco, Inc. as Lessor, and the Lessee(s), and all proceeds thereof, including without limitation Lease(s) payments and other sums due or to become due under said Lease(s), and all rights to payment with respect to any insurance, including returned premiums, or any cause of action relating to the foregoing."

"All Equipment that is a subject of said Exhibit A as specifically described in the attached Exhibit A (whether in the possession of debtor, as Lessor, or the Lessee(s) wherever located, and all modifications and attachments thereto, replacements thereof, including without limitation, all rights to payment with respect to any insurance, including returned premiums, or any cause of action relating to the foregoing."

MN277701.FIS
1840

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THOMAS & WILSON
ATTORNEYS AT LAW
SUITE 311
409 WASHINGTON AVENUE
TOWSON, MARYLAND 21204

FINANCING STATEMENT

273190

1. Name of Debtor: ARNOLD EXECUTIVE CENTER JOINT VENTURE
Address: 2440 Cedar Avenue
Annapolis, Maryland 21401
2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate Department
Construction Finance Section
10 Light Street
Baltimore, Maryland 21202
3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated May 25, 1988 from Debtor to Stephen F. Beckenholdt and Dennis M. Miller, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

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(d) Proceeds and products of all collateral are covered.

4. Recordation tax on the principal sum of \$1,350,000 has been paid to the Clerk of the Circuit Court of Anne Arundel County, Maryland upon recording of the Deed of Trust.

Debtor:

ARNOLD EXECUTIVE CENTER JOINT
VENTURE

By [Signature]
David K. Witty
Partner

By [Signature]
Charlene Witty
Partner

By: A and I Associates, Partner

By [Signature]
Alejandro Rodriguez
Partner

By [Signature]
Ignacio Rodriguez
Partner

By [Signature]
Leonard E. Weaver
Partner

Secured Party:

MARYLAND NATIONAL BANK

By [Signature]
Patricia A. Hicks
Assistant Vice President

Mr. Clerk: Return to

THOMAS & WILSON
ATTORNEYS AT LAW
SUITE 311
409 WASHINGTON AVENUE
TOWSON, MARYLAND 21204

ire

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
2. WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

EXHIBIT A

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 2, as shown on a Plat prepared by Sigma Associates, Inc. in July, 1986 and recorded among the Land Records of Anne Arundel County in Liber EAC No. 4115 folio 83.

The parties hereto acknowledge that the distance as noted on the southern boundary on said plat is incorrectly stated as 323.95 feet and that the actual distance of the south boundary of Lot 2 is 300.71 feet.

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

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FINANCING STATEMENT

DATE: June 27, 1988

(^X) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____
Taxable Amount of Debt \$ _____

NAME OF DEBTOR (S): Window Decor and More, Inc.
556 Baltimore and Annapolis Blvd.
Severna Park, MD. 21146

ADDRESS:

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT
ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF
PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned
and hereafter acquired, excluding motor vehicles.

RECORD FEE 11.00
POSTAGE .50
#134220 0040 R03 112:43
06/28/88

CK

DEBTOR(S):

Window Decor and More, Inc
(Company Name)

BY: Cathy L. Woffinden
Cathy L. Woffinden, President

BY: _____

BY: _____

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: Robert E. Mann
(Authorized Signature)
Robert E. Mann
Loan Officer
(Type Name and Title)

(NOTE: Type name under each
signature and if company,
type name of company and
name and title of authorized
signer.)

11.00
.50

273432

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This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	<input type="checkbox"/> The Debtor is a transmitting utility		
1. Debtor(s) (Last Name First) and Address(es) UPTON THOMAS R. 601 BISCAY AVENUE BALTIMORE MD 21225	2. Secured Party(ies) Name(s) and Address(es) PROFESSIONAL MH BROKERS 10401 LANHAM-SEVERN ROAD LANHAM, MD 20706	3. The Filing Office Date, Time, No. Filing Office RECORD FEE 11.00 POSTAGE .50 #134590 C040 R03 T15:48	4. A signature(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBRIDGE, VA 22194		
5. This Financing Statement covers the following types (or items) of property: 1977 DE ROSE ROSEWOOD 14 X 70 SERIAL # C18647 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT. <input type="checkbox"/> Products of the Collateral are also covered.		6. The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8.)			
8. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records.		9. Name of Record Owner			
No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.					
11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).					
UPTON THOMAS R. By <i>Thomas R. Upton</i> Signature(s) of Debtor(s)		PROFESSIONAL MH BROKERS By <i>DC Irvine, agent</i> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)			
(3-83) STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania					

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FINANCING STATEMENT

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1. _____ To Be Recorded in the Land Records.
2. ✓ To Be Recorded among the Financing Statement Records.
3. X Not subject to Recordation Tax.
4. _____ Subject to Recordation Tax on an initial debt in the principal amount of _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of _____.

5. Debtor's Name	Address
Route 50 Motel Limited Partnership, a Maryland limited partnership	1709 Charles Center South 36 South Charles Street Baltimore, MD 21201

RECORD FEE 12.00
POSTAGE .50
#719600 0037 R02 T10:35
08/29/88

6. Secured Party Address	Address
First Federal Savings & Loan Association of Annapolis	1832 George Avenue Annapolis, MD 21401

CK

7. This Financing Statement covers and Debtor hereby grants to the Secured Party a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

All of the machines, apparatus, equipment, fixtures and articles of personal property of the Debtor, both now owned and hereafter acquired which are located on the real property described in Exhibit A attached hereto and incorporated herein by reference, or in any improvements thereon, whether now affixed or to be affixed thereto, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now or hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

DEBTOR:

Route 50 Motel Limited Partnership,
a Maryland limited partnership

By: [Signature]
Gary A. Goldstein, General Partner

Address where Collateral
will be located:

581 Revell Highway
Annapolis, Anne Arundel County, Maryland 21401

Mr. Clerk: Please return to M. Willson Offutt, IV, Esq.,
Blumenthal, Wayson, Downs & Offutt, P.A., 121 Cathedral
Street, P.O. Box 868, Annapolis, Maryland 21404.

a:41277.fs ff #42

EXHIBIT A

BEGINNING for the same at a point on the southernmost right of way line of the State Road leading to the Chesapeake Bay Bridge as shown on the State Road Commission of Maryland Plat No. 9894; said point also being on the first line of that parcel of land described in the conveyance from Whitehall Investment Corporation to C. Bowie Rose, Trustee, by Deed dated May 2, 1966 recorded among the Land Records of Anne Arundel County, Maryland in Liber 1970, folio 342; said point also being at the end of the first line of that parcel of land described in the conveyance from C. Bowie Rose, Trustee, and Whitehall Investment Corporation to Berman-Phillips Enterprises, Inc., by deed dated November 29, 1971 recorded among the Land Records of Anne Arundel County, Maryland in Liber 2452, folio 342; said point also being at the end of the fourth line of that parcel of land described in the conveyance from Richard H. Johns to G.W. Stone, Inc., by deed dated December 18, 1979 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3275, folio 542; said point also being the northwesternmost corner of Lot 2, as shown on the record plat entitled "Administrative Plat of Property of Berman-Phillips Enterprises, Inc., G.W. Stone, Inc., and Whitehall Venture, WHITEHALL SHOPPING CENTER", recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 85 at page 36; thence, leaving the outline of the second abovementioned conveyance and running along the said southernmost line of the State Road leading to the Chesapeake Bay Bridge and also binding along part of the said first line of the first abovementioned conveyance and also binding along the northernmost line of Lot 2, as shown on the abovementioned record plat, and referring the course of this description to the Maryland State Grid Meridan, South 71° 48' 40" East 155.00 feet; thence, leaving the said southernmost line of the State Road leading to the Chesapeake Bay Bridge and also leaving the said first line of the first abovementioned conveyance and running across the lands of the said first abovementioned conveyance and extending into that parcel of land first described in the Deed from Orlando Ridout III and wife, to Whitehall Investment Corporation, by deed dated April 29, 1965 and recorded among the Land Records of Anne Arundel County in Liber 1875, folio 66 and also binding along the easternmost line of Lot 2, as shown on the abovementioned record plat, South 17° 55' 57" West 413.00 feet; thence, continuing through the lands of the last abovementioned conveyance and also binding along the southernmost line of Lot 2, as shown on the abovementioned record plat, North 71° 48' 40" West 155.00 feet to a point on the second line of the second abovementioned conveyance; thence, running reversely along part of the said second line of the second abovementioned conveyance and running across the lands of the fourth abovementioned conveyance and continuing across the lands of the first abovementioned conveyance and binding along the westernmost line of Lot 2, as shown on the abovementioned record plat, North 17° 55' 57" East 413.00 feet to the point of beginning; containing 1.470 acres of land, more or less.

BEING the same property described in a Deed dated June 5, 1984 and recorded among the Land Records of Anne Arundel County in Liber 3742, folio 882 from Donald H. Gobeli, Grantor to Route 50 Motel Limited Partnership, Grantee.

273139

FINANCING STATEMENT

1. _____ To Be Recorded in the Land Records.
2. ✓ To Be Recorded among the Financing Statement Records.
3. X Not subject to Recordation Tax.

4. _____ Subject to Recordation Tax on an initial debt in the principal amount of _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of _____.

5.	Debtor's Name	Address
	Louis P. Reeder	7411 Baltimore-Annapolis Blvd. Glen Burnie, MD 21061

6.	Secured Party	Address
	First Federal Savings & Loan Association of Annapolis	1832 George Avenue Annapolis, MD 21401

RECORD FEE 13.00
POSTAGE 4.50
ASSORTED COST AND FEE \$17.50
03/29/88

CK

7. This Financing Statement covers and Debtor hereby grants to the Secured Party a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

All of the machines, apparatus, equipment, fixtures and articles of personal property of the Debtor, both now owned and hereafter acquired which are located on the real property described in Exhibit A attached hereto and incorporated herein by reference, or in any improvements thereon, whether now affixed or to be affixed thereto, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now or hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

DEBTOR:

Louis P. Reeder
Louis P. Reeder

Address where Collateral
will be located:

4 Carnene Drive
Pasadena, MD 21122

Mr. Clerk: Please return to M. Willson Offutt, IV, Esq.,
Blumenthal, Wayson, Downs & Offutt, P.A., 121 Cathedral
Street, P.O. Box 868, Annapolis, Maryland 21404.

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ff #42

EXHIBIT A

ALL THOSE Two lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and described as follows, that is to say:

BEGINNING for the first of said two lots at a point where the South 39 degrees 15 minutes West 30 perch line of a 112 $\frac{1}{2}$ acre tract of land heretofore conveyed to Peter Hahn and Edward E. Hahn by Joseph A. Clark, Trustee, by deed dated July 10, 1919, recorded in Liber WNW No. 6, folio 289, intersects the west side of Bats Hill Road, the said point and place of beginning is at the end of the South 2 degree 50 minute West 453.2 foot line of a tract of land containing 5.214 acres of land surveyed for said Carl F.W. Ganter and Adelene S. Ganter out of the Peter Hahn tract by J. Revell Carr, May, 1943; thence running from the beginning point so fixed, leaving the outlines of the said 112 $\frac{1}{2}$ acre tract along the west side of the said Bats Hill Road laid out 40 feet wide, the same having been conveyed by the said Peter Hahn and Mary Hahn, his wife, to the Anne Arundel County Commissioners by deed dated June 15, 1940, and recorded in Liber JHH 219, folio 135, South 2 degrees 50 minutes West 144.27 feet to another iron pipe now set at the point of intersection formed by the north side of Mountain Road and the west side of the said Bats Hill road; thence leaving the said Bats Hill Road and running along the northside of the said Mountain Road 11 feet north from the north edge of the concrete paved area of the said Mountain Road North 73 degrees 34 minutes West 107.12 feet; thence leaving the said Mountain Road and running with and reverse of the first mentioned South 39 degrees 15 minutes West 30 perch line which is also one of the boundary lines of the said 5.214 acre tract of land, surveyed as aforesaid for those Grantees, North 43 degrees 59 minutes east 156.2 feet to the place of beginning. Containing within the lines of this description 0.169 acres of land and adjacent to the said mentioned 5.214 acre tract and is situated at the southeast corner of the same, which is the next and seemed of the said two tracts of land herein mentioned. The above described 0.169 acre lot is according to a survey and plat made by J. Revell Carr, Surveyor, of May 1940, which said plat also shows the above mentioned 5.214 acre tract next hereinbelow conveyed. BEING ALSO a part of the 4.276 acre tract awarded to these Grantors by decree of the Court dated July 5, 1940, in Equity cause No. 8029, in the Circuit Court for Anne Arundel County recorded in Liber JHH 49, folio 350.

BEGINNING for the second of said two lots at a point on the north side of the Mountain Road where the same is intersected by the eastern boundary line of a 4.08 acre tract of land heretofore conveyed by those Grantors to these Grantees by deed dated April 21, 1939 and recorded in Liber JHH 196, folio 389, the said joint and place of beginning being the southeast corner of the conveyance just herein mentioned and is distant South 5 degrees 45 minutes West 7.95 feet from an original pipe set in concrete; thence running from the beginning point so fixed, leaving the said Mountain Road and with the eastern boundary line of the said last mentioned conveyance to these Grantees with the bearings referred to a survey made by J. Revell Carr, Surveyor, October, 1932 for William C. Sharp, North 5 degrees 45 minutes east 463.15 feet to another original iron pipe set in concrete and forming the northeast corner of the said mentioned 4.08 acre conveyance to these grantees; thence leaving the same and running across the whole tract hereinafter mentioned, South 84 degrees 15 minutes east 450.19 feet to an iron pipe now set on the west side of Bats Hill road--laid out 40 feet wide, the same having been conveyed by these grantors to the Anne Arundel County Commissioners by deed dated June 15, 1940, recorded in Liber JHH 219, folio 135; thence running along the west side of the said Bats Hill road, South 2 degrees 50 minutes West 453.2 feet to intersect the South 39 degrees 15 minutes West 30 perches line of the aforesaid whole tract to be hereinafter mentioned;

EXHIBIT A, PAGE TWO

Thence leaving the said Bats Hill Road and running with part of the said last mentioned line as now corrected for variation, South 43 degrees 59 minutes West 156.2 feet to a point on the north side of the first mentioned Mountain Road, thence leaving the outlines and running from the north side of the said mentioned Mountain Road 11 feet north from the north edge of the concrete paved area of the said mentioned road, the two following courses and distances; North 68 degrees 56 minutes West 114.88 feet and North 66 degrees 44 minutes West 277.7 feet, to the place of beginning. Containing within the lines of this description 5.214 acres of land, more or less. BEING a part of the aforementioned whole tract containing 112 $\frac{1}{2}$ acres of land which was conveyed by Joseph A. Clark, Trustee to the said Peter Hahn and Edward E. Hahn by deed dated July 10, 1919 and recorded among the said land records in Liber WNW No. 6, folio 289 the said described 5.214 acre tract of land is according to a survey and plat made by J. Revell Carr, Surveyor, May, 1940.

SAVING AND EXCEPTING THEREFROM so much of the property which was conveyed out by Carl F.W. Ganter and Adelene S. Ganter, his wife by Deeds recorded in Liber GTC 1088, folio 305, Liber MSH 2194, folio 345, Liber WCL 2935, folio 219, Liber WCL 2956, folio 136 and Liber WCL 2970, folio 789.

a part of
BEING/the same lot of ground which by Deed dated July 12, 1940 and recorded among the Land Records of Anne Arundel County in Liber JHH 220, folio 265 was granted and conveyed by Peter Hahn and Mary Hahn, his wife to Carl F.W. Ganter and Adelene S. Ganter, his wife. the said Adelene S. Ganter having predeceased the said Carl F.W. Ganter who has since departed this life on or about October 4, 1985. See Anne Arundel County Register of Wills Estate Docket Number 22323 wherein Michael Demyan, Esquire, the younger was appointed Personal Representative of the Estate of Carl F.W. Ganter. See Letters of Administration dated August 27, 1937.

BEING the same property conveyed by a Deed of even date from Michael Demyan, Esquire, The Younger, Personal Representative of the Estate of Carl F. W. Ganter to Louis P. Reeder, recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County.

STATE OF MARYLAND

Anne Arundel County

BOOK 529 PAGE 14

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 218301

RECORDED IN LIBER 387 FOLIO 130 ON May 22, 1978 (DATE)

1. DEBTOR

Name Cascade Corporation T/A The Boathouse

Address 7090 Furnace Branch Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Transamerica Commercial Finance Corporation

Address P.O. Box 3190, Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)

Amendment

Borg-Warner Acceptance Corporation has Changed its name to Transamerica Commercial Finance Corporation.

Cascade Corporation T/A The Boathouse

X

Jeffrey Springston 6/23/88

Dated 6/23/88

Transamerica Commercial Finance Corporation

J. N. Merker
(Signature of Secured Party)

J.N. Merker, District Control Mgr

Type or Print Above Name on Above Line

4. <input type="checkbox"/> Filed for record in the real estate records.		5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented
1. Debtor(s) (Last Name First) and address(es) Kop-Flex, Inc. 101 Harmans Road Harmans, MD 21077		2. Secured Party(ies) and address(es) Patriot Bank, National Assoc. 57 Franklin Street Boston, MA 02110	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE .50
7. This statement refers to original Financing Statement No. <u>10924</u> filed (date) <u>6/10/86</u> with <u>Amesbury, MA 01921</u>			
8. <input type="checkbox"/> A. Continuation The original Financing Statement bearing the above file number is still effective.		06/29/88	
<input type="checkbox"/> B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.			
<input type="checkbox"/> C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:			
<input type="checkbox"/> D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.			
<input checked="" type="checkbox"/> E. Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required) *in Liber 498, page folio 544.			
<input type="checkbox"/> F. Other			
Secured Party's name and address appearing in box 2 is hereby changed to: Bank of New England, N.A. 28 State Street Boston, MA 02109 Attn: Commercial Finance Department			
KOP-FLEX, INC. By <u>[Signature]</u> Signature(s) of Debtor(s) (only on amendment)		BANK OF NEW ENGLAND, N.A., f/k/a Patriot Bank, National Association By <u>[Signature]</u> Signature(s) of Secured Party(ies)	
Filing Officer Copy — Alphabetical Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101 STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC3 REV. 1980			

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4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented.
1. Debtor(s) (Last Name First) and address(es) Kop-Flex, Inc. 101 Harmans Road Harmans, MD 21077	2. Secured Party(ies) and address(es) Patriot Bank, National Assoc. 57 Franklin Street Boston, MA 02110	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE .50 #164190 C777 R04 T13139
7. This statement refers to original Financing Statement No. 12021 filed (date) 6/18/86 with Anne Arundel* 06/29/88		
8. <input type="checkbox"/> A. Continuation The original Financing Statement bearing the above file number is still effective. <input type="checkbox"/> B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number. <input type="checkbox"/> C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following: <input type="checkbox"/> D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below: <input checked="" type="checkbox"/> E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required) *in Liber 499, folio 183. <input type="checkbox"/> F. Other		
Secured Party's name and address appearing in box 2 is hereby changed to: Bank of New England, N.A. 28 State Street Boston, MA 02109 Attn: Commercial Finance Department		
BANK OF NEW ENGLAND, N.A., f/k/a Patriot Bank, National Association		
KOP-FLEX, INC. By Signature(s) of Debtor(s) (only on amendment) Signature(s) of Secured Party(ies)		
Filing Officer Copy - Alphabetical Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101 STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC3 REV. 1980		

270503

This FINANCIAL STATEMENT is presented to a Filing Office
for filing pursuant to the Uniform Commercial Code.No. of Additional
Sheets Presented

1. Debtor(s) Name (s) and Address(es)

HARRIS HADEL
HARRIS MARY E.
1957 TELEGRAPH RD, LOT 42
SELYN MD 21144

2. Secured Party(ies) Name(s) and Address(es)

PROFESSIONAL -H BROSERS
10401 LANHAM-SEVERN ROAD
LANHAM MD 207063. ☐ The Debtor is a transmitting utility

4. Filing Office: Date, Time, No. Filing Office

RECORD FEE 12.00

POSTAGE .50

5. Assignee(s) of Secured Party and Address(es)

#164130 0777 R04 T13136

GREEN TREE ACCEPTANCE
06/29/88

2200 OPITZ BOULEVARD SUITE 245

5. This Financing Statement covers the following types (or kinds) of property:

1979 DETROIT INDUSTRIES
SERIAL # 1007271
AND INCLUDING ALL FURNITURE, FIXTURES,
APPLIANCES AND APPURTENANCES THEREIN AND THEREON,
INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S
WARRANTY AND/OR FUTURE RECEIPT AND/OR RETAIL INSTALLMENT CONTRACT.
☐ Products of the Collateral are also covered.

6. Describe Real Estate Here:

☐ This statement is to be indexed in
the Real Estate Records7. Name of
a Record
Owner7. ☐ The described crops are growing or to be grown on *
☐ The described goods are or are to be affixed to *
☐ The lumber to be cut or minerals or the like
(including oil and gas) is on *
*(Describe Real Estate in Item 8)

No. & Street

Town or City

County

Section

Block

Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
☐ which is proceeds of the original Collateral described above in which a security interest was perfected; or
☐ acquired after a change of name, identity or corporate structure of the Debtor; or
☐ as to which the filing has lapsed; or
☐ already subject to a security interest in another jurisdiction;
☐ when the Collateral was brought into this State; or ☐ when the Debtor's location was changed to this State.11. If appropriate in this filing, the
terms Debtor(s) and Secured Party(ies)
shall respectively mean:
☐ Consignee(s) and Consignor(s), or
☐ Lessee(s) and Lessor(s)

HARRIS HADEL

HARRIS MARY E.

PROFESSIONAL -H BROSERS

By *Hadel* Signature(s) of Debtor(s)By *Harris* Signature(s) of Secured Party(ies)By *AC Davis agent* Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(3/83)

(1) FILING OFFICER COPY - NUMERICAL 125

STANDARD FORM - FORM UCC 1 - Approved by Secretary of Commonwealth of Pennsylvania

273501

BOOK 529 PAGE 18

This FINANCING STATEMENT is presented to a Filing Office
for filing pursuant to the Uniform Commercial CodeNo. of Additional
Sheets Presented☐ The Debtor is a transmitting utility

1. Debtor(s) (Last Name, First, and Address(es))

2. Secured Party(ies) Name(s) and Address(es)

3. Filing Office, Date, Time, No. Filing Office

MUSIC MARY C.
VIDEENS TIMOTHY A.
LOT 95 PATUXENT HOB ESTATES
LOTHIAN MD 20711JOYE REAL ESTATE
1500 OLD BRANCH AVE #201
TEMPLE HILLS MD 20784

RECORD FEE 12.00

POSTAGE CK .50

#164110 CT77 R04 T13:34

06/29/88

5. This Financing Statement covers the following types (or items) of property:

6. Assignee(s) of Secured Party and Address(es)

1984 IMPERIAL
SERIAL # 84084

VECAL

14 X 50

GREEN TREE ACCEPTANCE INC.

AND INCLUDING ALL FIXTURES

APPLIANCES AND APPURTENANCES THEREIN AND THERETO

INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S

INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT

Products of the Collateral are also covered

☐ The described crops are growing or to be grown on *☐ The described goods are or are to be affixed to *☐ The timber to be cut or minerals or the like

(including oil and gas) is on *

*(Describe Real Estate in Item 8.)

8. Describe Real Estate Here:

☐ This statement is to be indexed in

the Real Estate Records

9. Name of

a Record

Owner

No. & Street

Town or City

County

Section

Block

Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)

☐ which is proceeds of the original Collateral described above in which a security interest was perfected, or☐ acquired after a change of name, identity or corporate structure of the Debtor, or☐ as to which the filing has lapsed, or☐ already subject to a security interest in another jurisdiction,☐ when the Collateral was brought into this State, or ☐ when the Debtor's location was changed to this State

11. If appropriate in this filing, the

terms Debtor(s) and Secured Party(ies)

shall respectively mean:

☐ Consignee(s) and Consignor(s), or☐ Lessee(s) and Lessor(s).

MUSIC MARY C.

VIDEENS TIMOTHY A.

JOYE REAL ESTATE

By Mary C. Music
Signature(s) of Debtor(s)By Timothy A. Vidsens
Signature(s) of Secured Party(ies)

(Required only if Item 10 is checked)

(3/83)

(1) FILING OFFICER COPY—NUMERICAL

STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

BOOK 529 PAGE 19

272505

This FINANCING STATEMENT is presented by a Filing Office in this jurisdiction pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented	3. <input type="checkbox"/> The Debtor is a transmitting utility
1. Debtor(s) (Last Name First) and Address(es): HULIT JOSEPH L. HULIT REBECCA J. 104 CHESAPEAKE CT HANOVER MD 21076	2. Secured Party(ies) Name(s) and Address(es): CHESAPEAKE MH OF LAUREL, MD 10039 N. SECOND AVENUE LAUREL, MD 20707	4. For Filing Office: Date, Time, No. Filing Office RECORD FEE 12.00 POSTAGE CK .50	
5. This Financing Statement covers the following types (in detail) of property: 1988 HOLLY PARK SERIAL # 20749 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THEREON; FOREST PARK 14 X 70 INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT. <input checked="" type="checkbox"/> Products of the Collateral are also covered.		6. Assignee(s) of Secured Party (in detail) (if any): GREEN TREE ACCEPTANCE, INC. 2200 OPITZ BOULEVARD SUITE 24 WOODBRIDGE, VA 22194 #121090 CITY RD 713:28 06/29/88 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8.)	
8. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records.		9. Name of a Record Owner	
No. & Street	Town or City	County	Section Block Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected; or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor; or <input type="checkbox"/> as to which the filing has lapsed; or <input type="checkbox"/> already subject to a security interest in another jurisdiction; <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.		11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s); or <input type="checkbox"/> Lessee(s) and Lessor(s).	
HULIT JOSEPH L. HULIT REBECCA J. CHESAPEAKE MH OF LAUREL, MD			
By <i>Joseph L. Hult</i> Signature(s) of Debtor(s)		By <i>Rebecca J. Hult</i> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked)	
(1) FILING OFFICER COPY—NUMBER 1250			
(3-83) STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania			

2735-3

520 MAY 20

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

☐ The Debtor is a transmitting utility.

1 Debtor(s) (Last Name First) and Address(es)

Powell, Richard G.
Powell, Connie S.
Lot 10 Adler Rd.
Annapolis, Md. 21402

2 Secured Party(ies) Name(s) and Address(es)

Garys Mobile/Modular Homes
R.D. #2 Box 386
Everett, Pa. 15537

4 For Filing Office: Date, Time, No. Filing Office:

RECORD FEE 12.00

POSTAGE .50

#144070 CITY 804 T1325

5 This Financing Statement covers the following types (or items) of property:

1986 Meadowcreek 14 X 72 mobile home, ser.#0589 and all appliances, household goods, accessories, equipment & parts now owned or hereafter acquired, all contract rights pertaining to this contract.

6 Assignee(s) of Secured Party and Address(es)

The First National Bank of
Everett
140 E. Main St.
Everett, Pa. 15537

06/29/88

CK

☐ Products of the Collateral are also covered

8 Describe Real Estate Here

☐ This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

☐ The described crops are growing or to be grown on *
☐ The described goods are or are to be affixed to *
☐ The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate in Item 8)

Not Subject to recordation Tax

No. & Street

Town or City

County

Section

Block

Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)

- ☐ which is proceeds of the original Collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the Debtor, or
☐ as to which the filing has lapsed, or
already subject to a security interest in another jurisdiction
☐ when the Collateral was brought into this State, or ☐ when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:

- ☐ Consignee(s) and Consignor(s), or
☐ Lessee(s) and Lessor(s)

By

* Richard G. Powell
* Connie S. Powell

Signature(s) of Debtor(s)

By

The First National Bank of Everett

Signature(s) of Secured Party(ies)

(Required only if Item 10 is checked)

(5-83)

1280
STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

273507

800-529 PAGE 21

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented	1. <input type="checkbox"/> The Debtor is a transmitting utility.	
1. Debtor(s) Last Name-First and Address(es) FORMI DONNA E. HOLIDAY MOBILE ESTATES JESSUP MD 20794	2. Secured Party(ies) Name(s) and Address(es) VIRGINIA MOBILE HOMES, INC. 9720 LEE HWY. FAIRFAX, VIRGINIA 22031	4. For Filing Office: Date, Time, No. Filing Office RECORD FEE 11.00 #163930 C777 R04 T13:09 06/29/88		
5. This Financing Statement covers the following types for items of property: 1988 PALM HARBOR 211 14 X 72 SERIAL # PH113002 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT. <input checked="" type="checkbox"/> Products of the Collateral are also covered.		6. Assignment of Secured Party and Address(es) CK GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 UNIONDALE, NY 11553 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The timber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8.)		
8. Describe Real Estate Here: <input type="checkbox"/> (This statement is to be indexed in the Real Estate Records.)		9. Name of a Record Owner		
No. & Street	Town or City	County	Section	Block
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.		11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).		
FORMI DONNA E. By <u>Donna E. Formi</u> Signature(s) of Debtor(s)		VIRGINIA MOBILE HOMES, INC. By <u>Kesh M. V.P.</u> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked)		
(3/83) (1) FILING OFFICER COPY—NUMERICAL STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania				

273503

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____
2. ☒ To Be Recorded among the Financing Records at Clerk of the Circuit Court of A.A. County
3. ☐ Not subject to Recordation Tax
4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 10,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s): Hammonds Ferry CITGO, Incorporated Address(es): 722-724 North Hammonds Ferry Road
Linthicum, Maryland

6. Secured Party: Maryland National Bank Address: 7474 Greenway Center Drive, Greenbelt, Maryland 20770 **RECORD FEE** 11.00
 Attention: CLDRU **RECORD TAX** 70.00

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

POSTAGE .50

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

#164000 CTTT R04 TLJ-22

☒ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

06/29/88

☒ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

CK

☒ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☒ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☒ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

N/A ☐ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

N/A ☐ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Hammonds Ferry CITGO, Inc.

Secured Party: Maryland National Bank

By: [Signature] (Seal)
 Type name and title, if any: Robert E. Greeno, President

By: [Signature] (Seal)

Jack G. Welborn, Assistant Vice President

By: _____ (Seal)
 Type name and title, if any: _____

Type name and title: _____

11-80
70-80

STATE OF MARYLAND
FINANCING STATEMENT FORM 529 PAGE 22 Identifying File No. 372592

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated na is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Enviro Structures, Ltd.

Address 285 Oak Court, P. O. Box 1084, Severna Park, MD 21146

2. SECURED PARTY

Name State Equipment, Division of SECORP NATIONAL INC.

Address 1400 Joh Avenue, Baltimore, MD 21227

RECORD FEE 11.00

POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above 11780 0777 004 T10417

06/27/01

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One (1) New Dresser TD8E Wide Track, Crawler Dozer, Serial Number 10760, with G8H Wide Track Blade

Name and address of Assignee
Dresser Leasing Corporation
3201 North Wolf Road
Franklin Park, IL 60131

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

na

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

na

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Enviro Structures, Ltd.

Richard Feliciano

(Signature of Debtor)

Richard Feliciano, Pres.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

State Eq., Div of Secorp National, Inc.

Glenn S. Conklin

(Signature of Secured Party)

Glenn S. Conklin, VP & CM

Type or Print Above Signature on Above Line

Anne Arundel County

273519

To Be Recorded In The
Chattel Records of The Local
Jurisdiction And Among The
Financing Statement Records Of
The State Department of Assessments
And Taxation.

Not Subject To Recordation
Taxes (Exempt Collateral).

BOOK 529 PAGE 24

FINANCING STATEMENT
(Maryland - U.C.C.-1)

RECORD FEE 11.00

POSTAGE .50

#143970 0777 004 113117

1. Debtor:

Mother Goose Shoes
237 Glen Burnie Mall
Glen Burnie, Maryland 21061

CK 06/29/88

2. Secured Party:

THE FIRST NATIONAL BANK OF MARYLAND
25 South Charles Street
14th Floor
Baltimore, Maryland 21201
Attention: Roger E. Dreschler
Commercial Banking Executive

3. This Financing Statement covers and the the Debtor grants a security interest to the
Secured Party in the following:

- (i) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper, General Intangibles, and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;
- (ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;
- (iii) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory, Goods, or services by the Debtor to customers, as well as all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");

1760

- (iv) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter, "Inventory") including, but not limited to, all consigned Inventory;
 - (v) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
 - (vi) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds; and
 - (vii) All records relating to or pertaining to any of the above.
 - (viii) All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.

DEBTOR:

MOTHER GOOSE CORPORATION
A Maryland Corporation

By: David J. Kessler (SEAL)
David J. Kessler, President

Date: June 24, 1988

TO FILING OFFICER: After this Statement has been recorded, please return to:

Jackie D. Snead
First National Bank of Maryland
Banc 101-501
25 South Charles Street
Baltimore, Maryland 21201

**STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 1-21-7 U.C. 1/79**

This Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. I.D. 230953 recorded in
Liber 421 Folio 519 on January 31, 1980 (Date).

1. DEBTOR(S):Name(s) Compromise Inc.Address(es) 1703 Farmers Bank Building, Wilmington, DE 19899**2. SECURED PARTY:**Name First New England Financial CorporationAddress 326 First Street Suite 26 Annapolis, Maryland 21403

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.
4. ☒ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6. ☐ AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.**SECURED PARTY**First Pennsylvania Bank N.A.By [Signature]Thomas O'Neill AVP

(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

158

STATE OF MARYLAND
STATE OF MARYLAND

529 PAGE 27

FINANCING STATEMENT FORM UCC-1 270512

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here: \$ _____

If this statement is to be recorded
in land records check here: ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Naturally Green, Inc.

Address 1047 MD RT 3 North Gambrills, MD. 21054

2. SECURED PARTY

Name GFS Leasing, Inc.

Address 124 Slade Avenue Ste. #100

Pikesville, MD. 21208

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00

#163940 CTT7 R04 T13:10

06/29/88

2. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 Vermeer Trencher LM35 S/N 445
Per Invoice #67892

Name and address of Assignee
American Network Leasing Partnership
B-1 124 Slade Avenue Ste. #100
Pikesville, MD. 21208

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

X Thomas Woods Jr.
(Signature of Debtor) President
Naturally Green, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

GFS Leasing, Inc.

(Signature of Secured Party)

Type or Print Above Signature on Above Line

1130
1150

STATE OF MARYLAND
FINANCING STATEMENT #0000000000 529 PAGE 28 Identifying File No. 273513

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ - 0 -

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 6/24/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ LESSEE:

Name Charles J and Nellie B Ruehle
Address 1000 Lower Pindell Rd Lethian Md 20711

2. ~~SECURITY~~ LESSOR:

Name TELMARK INC.
Address P. O. Box 4943, Syracuse, NY 13221

RECORD FEE

12.00

M164120 CTTT R04 113235

CK 06/29/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1 New Hesston Mower Conditioner
1 New Hesston 3760 Tractor
S/N 8V 0008103

Name and address of Assignee

The Lessor is a Farm Operation and this equipment will be used in the Farm Operation.

THIS IS A LEASE TRANSACTION AND THIS FILING IS MADE FOR INFORMATIONAL PURPOSES ONLY. CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

(Signature of ~~XXXXXX~~ LESSEE
Charles J Ruehle

Type or Print Above Name on Above Line
(Signature of ~~XXXXXX~~ LESSEE
Nellie B Ruehle

Type or Print Above Signature on Above Line
Nellie B Ruehle

TELMARK INC.

(Signature of ~~XXXXXX~~ LESSOR
Linda Wiggins

Type or Print Above Signature on Above Line
Linda Wiggins

273511

FINANCING STATEMENT—MARYLAND

File No. _____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. The name and address of the Debtor is:

Corman Construction, Inc.
8111 Annapolis Junction Rd., Box 160

2. ~~Jessup, MD 20794-0160~~ Party (or Assignee) is:

First Virginia Commercial Corporation
6400 Arlington Boulevard

Falls Church, VA 22046

3. The maturity date of the obligation (if any) is: _____

4. This Financing Statement covers the following types (or items) of property: (Describe)

One (1) Caterpillar 416 Backhoe/Loader with ROPS,
24" Bucket, SN 5PC03782

RECORD FEE 11.00

POSTAGE .50

5. Check the lines which apply if any, and supply the information indicated:

☐ (If collateral is crops). The above described crops are growing or are to be grown on:
(describe real estate)

#164140 CTTT R04 713136

CK 06/29/88

☐ (If Collateral is goods which will or are to become fixtures, complete this section and type conspicuously at the top the following: "To be Recorded in the Land Records") The above goods are affixed or are to be affixed to: (describe real estate)

☒ (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.

☐ (If products of collateral are claimed) Products of the collateral are also covered.

6. Transaction is ☐ is not ☒ (check which applies) subject to recordation tax imposed by Article 81, section 277 and 278, Ann. Code of Maryland. If answer is in affirmative, the principal amount of the debt initially incurred is \$_____.

Debtor(s):

Secured Party:

Corman Construction, Inc.

First Virginia Commercial Corporation

WGC 6-17-88
William G. Cox
President

By: *Harold V. Dellinger*
(AUTHORIZED SIGNATURE) 6-17-88

Harold V. Dellinger
Vice President
(TYPE NAME AND TITLE)

Please return to the Secured Party at the address shown in number 2 above.
All Information Must Be Typewritten or Printed in Ink

1150

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

☐ TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use

File No.

Date &

Hour

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) No. Street City State

(Last Name First)

Chen, Stanley K. 7917 Ritchie Highway, Severna Park, Maryland 21061

Chen, San Kong

Chen, Han Pao

Name of Secured Party or assignee No. Street City State

Marley Station Deli, Inc. 15942 Shady Grove Road, Gaithersburg, Maryland 20877

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Exhibit A Attached Hereto And
Made A Part Hereof.

RECORD FEE 13.00

POSTAGE CK .50

#164330 C777 R04 T13:59

06/29/88

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

2. ☐ If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
3. ☐ If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
4. ☒ Proceeds of collateral are also covered: ☒ Products of collateral are also covered:
5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

Stanley K. Chen
Stanley K. Chen

San Kong Chen
San Kong Chen

Han Pao Chen
(Type or print name under signature)
Han Pao Chen

MARLEY STATION DELI, INC. (Seal)

(Corporate, Trade or Firm Name)

By: Adam Schwartz
Signature of Secured Party or Assignee

Adam Schwartz, President

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

RETURN TO:

David E. Weisman, Esquire
Meyer, Faller, Weisman & Greenburg, P.C.
4400 Jenifer Street, N.W.
Suite 380
Washington, D.C. 20015

13.50

EXHIBIT A

(a) Any and all machinery, equipment, furniture and fixtures, now owned or hereafter acquired, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection with the Debtor's operation of its business located at the Premises.

(b) All inventory, raw materials, supplies and stock-in-trade owned or hereinafter acquired on the premises and all substitutions, replacements and additions pertaining thereto.

(c) The said Sublease for the Premises, and all leasehold interest and improvements attached to or appurtenant to the Debtor's said business located at the Premises, and any replacements or additions thereto.

(d) All licenses (including any alcoholic beverage license), permits owned, issued or granted in any way and which may lawfully serve as collateral issued or otherwise acquired by the Debtor and required for the lawful operation of Debtor's business located at the Premises, and all renewals, replacements, extensions and substitutions of the same.

(e) All accounts receivable or other monies owing to the Debtor.

(f) All after-acquired personal property and/or leasehold improvements, including goods, wares, chattels, fixtures, equipment, furniture and contract rights, acquired by the Debtor and the proceeds of Collateral and all increases, substitutions, replacements, and additions to the Collateral.

(g) The proceeds and products of the aforestated Collateral.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 277513

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ashby Shepherd

Address 5626 Greenock Rd., Lothian, MD 20711

2. SECURED PARTY

Name Outdoor Power

Address 1915 Lincoln Drive, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

-New J.D. 52" Commercial Walk Behind
S/N M052CMX116873

-Single Wheel Sulky

RECORD FEE 1.10

RECORD FEE 9.90

POSTAGE .50

CHECK THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: 4166660-0777 R04 T14-37
estate) describe real

GK 06/27/08

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Ashby Shepherd
(Signature of Debtor)

Ashby Shepherd

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Outdoor Power
(Signature of Secured Party)

Outdoor Power

Type or Print Above Signature on Above Line

1150

TRANSACTION IS A CONDITIONAL SALES CONTRACT. DEBTOR WILL OWN PROPERTY
UPON PAYMENT OF ALL INSTALLMENTS.

MARYLAND FINANCING STATEMENT

273527

UCC-1

☒ Not Subject to Recordation Tax

☐ Recordation Tax of \$ _____ on

Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer

File No.: _____

Record Reference: _____

Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

529 PAGE 33

1. DEBTOR: Kenneth Frank Bazemore

(Name or Names)

101 Wellham Avenue, N.W., Glen Burnie, MD 21061

(Address)

DEBTOR: _____

(Name or Names)

(Address)

2. SECURED PARTY: Atlantic Industrial Credit Corporation

(Name or Names)

8767 Satyr Hill Road, Baltimore, MD 21234

(Address)

3. ASSIGNEE (if any)

of SECURED PARTY: _____

(Name or Names)

(Address)

4. This Financing Statement covers the following types (or items) of property:

One - Used 1978 Kenworth Tractor

S/N 259139

RECORD FEE 11.00

POSTAGE CK .50

#164820 CITY R04 T14440

06/27/00

WE HEREBY CERTIFY THAT PROPER FILING HAS BEEN MADE WITH THE MVA.

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes ☒

No ☐

Products of Collateral are also covered: Yes ☐

No ☒

DEBTOR(S):

Kenneth Frank Bazemore

By: Kenneth Frank Bazemore

Kenneth Frank Bazemore

(Type or print name of person signing)

By: _____

(Title)

(Type or print name of person signing)

SECURED PARTY:

Atlantic Industrial Credit Corp.

By: Robert E. Polack

Robert E. Polack, President

(Type or print name of person signing)

Return To: _____

SECURED PARTY

STATE OF MARYLAND
FINANCING STATEMENT ^{FORM UCC-1} 529 PAGE 34 Identifying File No. 273519

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 6/27/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name STEVEN R. WENTZ
Address 735 COTTAGE DR ARNOLD, MD. 21012

2. SECURED PARTY

Name BALDWIN SERVICE CENTER, INC. RECORD FEE 11.00
Address 41 DEFENSE HWY POSTAGE .50
ANNAPOLIS, MARYLAND 21401 #164850 CTT7 R04 T14149
Person And Address To Whom Statement Is To Be Returned If Different From Above. GK 06/29/88

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1 NEW WOODS SCRAPER SN# 1427 MN# BB5S
1 NEW MODERN RAKE SN# 2549 MN# MR36
1 USED KUBOTA TRACTOR SN# 51719 MN# L235DT
1 NEW M&M TRAILER SN# 162006 MN# BP

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

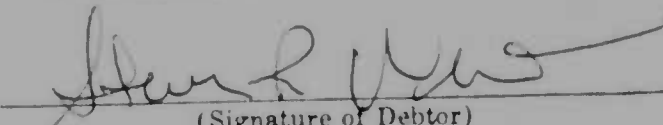
KUBOTA CONTRACT # 13400-814348

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

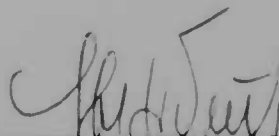

(Signature of Debtor)

STEVEN R. WENTZ

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line


SECY-TREAS.
(Signature of Secured Party)

BALDWIN SERVICE CENTER, INC.

Type or Print Above Signature on Above Line

1172

273519

FINANCING STATEMENT

☐ Not subject to recordation tax
☒ Subject to recordation tax on principal amount of \$12,500

1. Name of Debtor(s): Gillis Business Forms, Inc.
Address: 2521 Riva Rd.
Annapolis, Md. 21401

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: 8701 Georgia Avenue
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

- 1 Macintosh II, HD40SC, 2Mb RAM - F81040W
- 1 Apple 13" RGBColor Monitor with Video Card & Expansion - 5069439
- 1 Laser Writer II NT - CA 8081PJP
- 1 Mac Scan Flatbed Scanner - B003475

RECORD FEE 11.00
RECORD TAX 87.50
POSTAGE CK .50
#164860 CT777 ROM T14150
06/29/00

4. Check the statements which apply, if any, and supply the information indicated:

☐ (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

☒ Proceeds of the collateral are also covered.
☐ Products of the collateral are also covered.

Debtor(s):
.....
..... Charles L. Gillis President
..... Eleanor H. Gillis Vice President

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
By:
..... Loraine A. Carroll District Op. Manager
Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

11/87/00

273520

Anne Arundel County
FINANCING STATEMENT

- ☒ Not subject to recordation tax
☐ Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Floor Masters, Inc.
Address: 132 Collington Ct.
Arnold, MD 21012

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: 8701 Georgia Avenue
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

A continuing Business Loan Security Agreement covering all accounts receivable, inventory, machinery, fixtures and equipment now in existence and or hereafter acquired.

RECORD FEE 11.00

POSTAGE .50

#164880 CTTT R04 T14:50

4. Check the statements which apply, if any, and supply the information indicated:

CK 06/29/88

- ☐ (If collateral is goods which are or are to become fixtures—describe real estate, include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

☐ Proceeds of the collateral are also covered.

☐ Products of the collateral are also covered.

Debtor(s): Floor Masters, Inc.

I. Stuart Garlington, President
I. Stuart Garlington, President

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: *Jeffrey B. Wiley*
Jeffrey B. Wiley, Branch Manager..
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

1150

FINANCING STATEMENT

1. To Be Recorded in the Land Records.
2. ✓ To Be Recorded among the Financing Statement Record.
3. x Not subject to Recordation Tax.
4. Subject to Recordation Tax on an initial debt in the principal amount of . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of .

5.	Debtor's Name	Address(es)
	M.J. Property, a Maryland joint venture	1230 Cronson Boulevard Crofton, MD 21114

6.	Secured Party	Address
	First National Bank of Maryland	18 West Street Annapolis, MD 21401

7. This Financing Statement covers and Debtor hereby grants to the Secured Party a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. Inventory. All of the inventory of Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of Debtor (including, without limitation, all notes, notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles. All of the general intangibles of Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper. All of the chattel paper of Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such

1902
12

18.00
.50

CK

#20740 C055 R02 T15:20

06/29/88

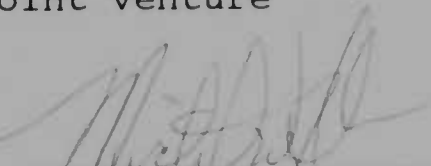
Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

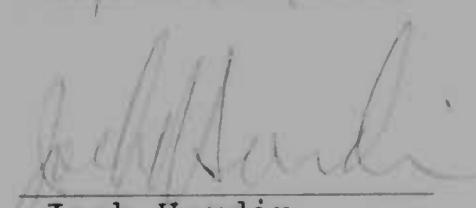
F. All Equipment and Personal Property. All of the equipment, machinery, furniture and fixtures of Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

8. All or a portion of the property described above is affixed or is to be affixed to on the real estate described on Schedule A attached hereto and made a part hereof by reference.

DEBTOR:

M.J. Property, a Maryland
joint venture

By: 
Michael W. Huber

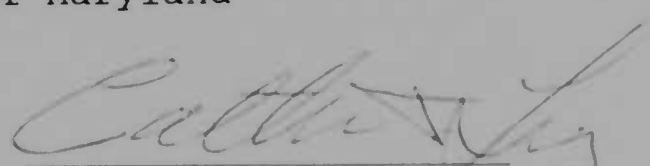
By: 
Jack Hardin

Address where Collateral
will be located:

6700 Ft. Smallwood Road
Anne Arundel County, MD

SECURED PARTY:

First National Bank
of Maryland

By: 
Catherine T. Lewis
Assistant Vice
President

Mr. Clerk: Please return to Blumenthal, Wayson, Downs &
Offutt, P.A., 121 Cathedral Street, P.O. Box 868, Annapolis,
Maryland 21404.

A:f41380.fs
A:f13

PARCEL ONE

BEGINNING FOR THE FIRST THEREOF, in the center of County Road leading from the Main road to Hawkins Point towards Annapolis and at the end of a line measured along the center of said County Road South 5 degrees 15 minutes East 646 feet from the end of the first line of the land described in a Lease dated July 5, 1907 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 56, folio 360 from Walter R. Townsend, et al, to August Krause and running thence from said place of beginning binding on the Southernmost outline of the 4 acres of land heretofore conveyed to Mary E. Della South 81 degrees 45 minutes West 400 feet to the center of a branch being the outline of the land described in a Deed from William B. Chairs to Walter R. Townsend and Sydney O. Heiskell dated April 7, 1899 and recorded among the aforesaid Land Records in Liber G.W. No. 13, folio 60 and running thence binding on said stream and on the outlines of said land South 23 degrees 46 minutes West 158 feet and South 5 degrees 53 minutes East 76 feet thence parallel to the first line of the herein described lot North 81 degrees 45 minutes East 432 feet to the center of the aforesaid County Road at the distance of 216 feet South 8 degrees 45 minutes West from the beginning and thence binding on the center line of the said County Road North 8 degrees 45 minutes East 216 feet to the place of beginning. Containing 2 acres of land more or less.

PARCEL TWO

BEGINNING FOR THE SECOND THEREOF, in the center of the County Road leading from the main road to Hawkins Point towards Annapolis and at the distance of 862 feet Southwesterly measured along the center of the said County Road from the end of the first line of land described in a Lease from Walter R. Townsend, et al, to August Krause dated July 5, 1907 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 56, folio 360 and running thence from the place of beginning South 81 degrees 45 minutes West 432 feet to the center of a branch being the outline of the land described in a Deed from William B. Chairs to Walter R. Townsend, et al, dated April 15, 1899 and recorded among the aforesaid Land Records in Liber G.W. No. 13, folio 60 and running thence binding on the center of said stream and on the outlines of said land South 5 degrees 53 minutes East 104 feet thence parallel with the first line of this description North 81 degrees 45 minutes East 412 feet to the center of the aforesaid County Road the two following courses and distances, viz: North 2 degrees 50 minutes East 88 feet and North 8 degrees 45 minutes East 18 feet to the place of beginning. Containing 1 acre of land more or less.

SAVING AND EXCEPTING, so much of the property which was conveyed to the State of Maryland to the use of the State Highway Administration of the Department of Transportation by Deed dated May 4, 1977 and recorded among the Land Records of Anne Arundel County in Liber 2963, folio 43.

BEING the same property described in a Deed of even date herewith from James F. O'Hara and James T. Frese unto M.J. Property, a Maryland Joint Venture, recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County.

273522

MARYLAND NATIONAL BANK

BOOK 529 PAGE 41

FINANCING STATEMENT

- 1 ☐ To Be Recorded in the Land Records of _____
- 2 ☒ To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3 ☐ Not subject to Recordation Tax
- 4 ☒ Recordation Tax has been paid on the principal amount of \$ 296,561.16 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5 Debtor(s) Name(s) Historic Annapolis, Inc. Address(es) 194 Prince George Street
Annapolis, Md. 21401

RECORD FEE 13.00
POSTAGE .50
#299940 C345 R01 T08:47

6 Secured Party
MARYLAND NATIONAL BANK
Attention L. Richardson

Address Real Estate and Mortgage Division
~~XXXXXXXX~~ 10 Church Circle
~~XXXXXXXX~~ Annapolis, Md. 21401
~~XXXXXXXXXXXXXXXXXXXX~~

06/30/88

CK

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated May 25, 1988 from Debtor(s) to Stephen F. Beckenholdt and Dennis M. Miller, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s)
HISTORIC ANNAPOLIS, INC.

Secured Party
MARYLAND NATIONAL BANK

BY: Mary P. Symonds (SEAL)
Mary Pringle Symonds, President

By: Laura R. Richardson (SEAL)

BY: Donald H. Patterson (SEAL)
Donald H. Patterson, Chairman of the Board

Laura R. Richardson, Commercial Banking Officer
Type name and title

Mr Clerk Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

13

EXHIBIT "A"
Page 1

SHIPLAP HOUSE

BEGINNING for the first thereof at a pipe set on the northeast side of Pinkney Street (formerly Carrolls Alley); said pipe being North 52° 57' West 56.73 feet from the southernmost corner of the stucco faced building on the northeast side of Pinkney Street and the northwest side of an alley leading from Pinkney Street to Prince George Street; and running from said beginning point with the northeast side of Pinkney Street North 57° 49' West 80.83 feet to a Nail set in a concrete sidewalk; thence leaving Pinkney Street North 43° 54' East 41 feet to a nail set in the top rail of a wooden fence; thence with said fence South 45° 25' East 25 feet to a nail set in the top of said fence; thence with a second fence North 41° 37' East 22.75 feet to a pipe set on the north side of a fence corner; with a third fence and with the south face of a concrete wall South 44° 50' East 56.16 feet to a point at the end of said wall; thence with a line running along the northwest face of a second stucco building South 44° 35' 50" West 45.68 feet to the place of Beginning; all as surveyed by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors in December 1957. The improvements thereon being known as No. 18 Pinkney Street.

BEGINNING for the second at an iron pipe now set on the northeasternmost side of Pinkney Street at the end of the first line of the conveyance by Elizabeth Moss and husband to Louis Bloom and wife by deed dated June 19, 1924, and recorded among the Land Records of Anne Arundel County in Book WNW 93, page 295, said beginning point being distant North 55° 59' 20" West 108.75 feet from Annapolis City Coordinate Station 16508, thence leaving said beginning point so fixed and said Pinkney Street and running with the North 43° 54' East 41 foot line described in the conveyance by Fanny Schenker, widow, to Historic Annapolis, Inc., by deed dated March 31, 1958, and recorded among the Land Records of Anne Arundel County in Book GTC No. 1194, page 328 with meridian referred to Annapolis City Grid North 37° 10' 40" East 41.0 feet to an iron pipe there set in a new wooden fence, thence leaving said conveyance to Historic Annapolis, Inc. and running with said conveyance to Bloom North 54° 48' 50" West 7.50 feet to an iron pipe there set; thence running North 41° 51' 30" East 13.80 feet to a galvanized nail set in a fence rail at the fence corner; thence running with part of the rear line of No. 167 Prince George Street shown on a Plat recorded with the deed by James Green and wife to Louis W. Whaley and wife dated September 9, 1947 and recorded among the Land Records of Anne Arundel County in Book JHH 430, page 395 North 49° 29' 40" West 15.04 feet to an iron pipe there set; thence leaving said conveyance to Whaley and the outlines of the whole lot conveyed to Louis Bloom, and running with the northeastern extension of the northwest wall of the garage located on the described lot South 32° 28' 10" West 16.65 feet to the cor-

EXHIBIT "A"
Page 2

SHIPLAP HOUSE

ner of said garage; thence running with the outside wall of the northwest side of the garage continuing South 32° 28' 10" West 24.0 feet to the southwest corner of the garage; thence leaving said garage and running parallel to and distant 2.63 feet from the outside wall of No. 30 Pinkney Street conveyed by Louis Bloom to Isiah Forrester by deed dated September 3, 1947 and recorded among the Land Records of Anne Arundel County in Book JHH 433, page 425 South 25° 33' 40" West 17.56 feet to a spike set in the sidewalk on the northeast side of Pinkney Street; thence leaving said conveyance to Forrester and running with said side of Pinkney Street South 64° 06' 30" East 14.80 feet to the place of beginning. Containing 0.022 acres, more or less, according to a survey and plat made by Edward Hall, III and Associates, Registered Professional Land Surveyors in May, 1970. The improvements thereon being known as No. 20 Pinkney Street.

SUBJECT to easements, conditions and restrictions contained in a deed dated December 29, 1980 and recorded among the Land Records of Anne Arundel County in Liber 3377, folio 747 from Historic Annapolis, Incorporated to Donald O. Jackson and Barbara A. Jackson, his wife.

273700

STATE OF MARYLAND

529 PAGE 44

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Filed in Anne Arundel County

1. DEBTOR

Name Software Associates, Inc.

Address 201 Benton Ave. , Linthicum, MD 21090

2. SECURED PARTY

Name IBM Credit Corporation

Address 200 Galleria Parkway, Suite 330, P.O. Box 105061

Atlanta, GA 30348-9990

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, furniture, fixtures, accounts, contracts rights, chattel paper, instruments, general intangibles, reserves, rebates, discounts, credits and incentive payments, wherever located, now owned or hereafter acquired, and all attachments, parts, accessions, accessories and replacements thereto and all proceeds thereof. This obligation not subject to recordation tax.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00
POSTAGE .50

#139390 C040 R03 T11:50

07/05/89

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

CK

Harry G. Oehler, V.P.
(Signature of Debtor)

HARRY G. OELER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ken Topham
(Signature of Secured Party)

KEN TOPHAM
Type or Print Above Signature on Above Line

11.00
.50
11.50

C88-06-029
MAIL TO:
Capitol Title Insurance Agency, Inc.
2101 Defense Highway, Suite 1
Crofton, Maryland 21114

MARYLAND NATIONAL BANK

BOOK 529 PAGE 45

FINANCING STATEMENT

- 1 ☐ To Be Recorded in the Land Records of _____
2 ☒ To Be Recorded among the Financing Statement Records of Anne Arundel County
3 ☐ Not subject to Recordation Tax
4 ☒ Recordation Tax has been paid on the principal amount of \$ 95,310.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5 Debtor(s) Name(s)
Sara A. Sweet
Andrew G. Levy
Stanley H. Goldstein

Address(es)
7024 Chestnut Brook Court,
Pasadena, Md.

6 Secured Party
MARYLAND NATIONAL BANK
Attention Harrell Copeland

Address Real Estate and Mortgage Division
XXXXXXX, 10 Church Circle
XXXXXXX Annapolis, Md. 21401
XXXXXXX

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated June 24 1988 from Stephen F. Beckenholdt and Dennis M. Miller Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created

Debtor(s)

Secured Party
MARYLAND NATIONAL BANK

Sara A. Sweet (SEAL)
Sara A. Sweet

By Harrell D. Copeland (SEAL)

Andrew G. Levy (SEAL)
Stanley H. Goldstein (SEAL)
Stanley H. Goldstein

Harrell D. Copeland
Type name and title

Mr Clerk Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

Handwritten initials and marks

The land referred to in this commitment is situate in the State of Maryland, Anne Arundel County and described as:

Lot Thirty Three (33) in a subdivision known as "CHESNUT HILL COVE, Section One, Plat Two", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 105, folio 27. The improvements thereon being known as 7024 Chesnut Brook Court.

C88-06-025
MAIL TO:
Capitol Title Insurance Agency, Inc.
2101 Defense Highway, Suite 1
Crofton, Maryland 21114

BOOK 529 PAGE 47

270513

MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1 ☐ To Be Recorded in the Land Records of _____
- 2 ☒ To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3 ☐ Not subject to Recordation Tax
- 4 ☒ Recordation Tax has been paid on the principal amount of \$ 102,623.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5 Debtor(s) Name(s)
Sara A. Sweet
Andrew G. Levy
Stanley H. Goldstein

Address(es)
7020 Chesnut Brook Court,
Pasadena, MD

6 Secured Party
MARYLAND NATIONAL BANK
Attention Harrell Copeland

Address: Real Estate and Mortgage Division
XXXXXXXX 10 Church Circle
XXXXXXXX Annapolis, Md. 21401
XXXXXXXXXXXXXXXXXXXX

RECORD FEE 13.00

POSTAGE .50

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated June 24, 19 88 from Debtor(s) to Stephen F. Beckenholdt and Dennis M. Miller Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s)

Secured Party
MARYLAND NATIONAL BANK

Sara A. Sweet (SEAL)
Sara A. Sweet

By Harrell D. Copeland (SEAL)

Andrew G. Levy (SEAL)

Harrell D. Copeland, Vice President
Type name and title

Stanley H. Goldstein (SEAL)

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

his attorney is fast

12
1

The land referred to in this commitment is situate in the State of Maryland, Anne Arundel County and described as:

Lot Thirty One (31) in a subdivision known as "CHESNUT HILL COVE, Section One, Plat Two", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 105, folio 27. The improvements thereon being known as 7020 Chesnut Brook Court.

C88-06-027

Capitol Title Insurance Agency, Inc.
2101 Defense Highway, Suite 1
Crofton, Maryland 21114

BOOK 529 PAGE 49

273513

MARYLAND NATIONAL BANK

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records of _____
2. ☒ To Be Recorded among the Financing Statement Records of Anne Arundel County
3. ☐ Not subject to Recordation Tax
4. ☒ Recordation Tax has been paid on the principal amount of \$ 103,635.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5. Debtor(s) Name(s)

Address(es)

Sara A. Sweet
Andrew G. Levy
Stanley H. Goldstein

7022 Chesnut Brook Court
Pasadena, Md.

RHM

RECORD FEE 13.00
POSTAGE .50

6. Secured Party

Address: Real Estate and Mortgage Division #300500 C345 R01 T10:53

MARYLAND NATIONAL BANK
Attention: Harrell D. Copeland

~~XXXXXXXXXX~~ 10 Church Circle
~~XXXXXXXXXX~~ Annapolis, Md. 21401
~~XXXXXXXXXXXXXXXXXXXX~~

06/30/88

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated June 24 1988 from Debtor(s) to Stephen F. Beckenholdt and Dennis M. Miller, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s)

Secured Party
MARYLAND NATIONAL BANK

Sara A. Sweet

By

Harrell D. Copeland, Vice President

Andrew G. Levy

Type name and title

Stanley H. Goldstein

Mr. Clerk, Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

Lot Thirty Two (32) in a subdivision known as "CHESNUT HILL COVE, Section one, Plat Two", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 105, folio 27. The improvements thereon being known as 7022 Chesnut Brook Court.

32267

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

☒ TO BE RECORDED IN CHATTEL RECORDS OF
~~MARYLAND~~ ANNE ARUNDEL COUNTY,
MARYLAND

For Filing Officer Use	
File No.	_____
Date &	_____
Hour	_____

This Statement is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

File Number of original Financing Statement #249965

Date of Filing Nov. 29, 1983

Record Reference Liber 468 Folio 144

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
THE STANLEY S. HALL FAMILY TRUST INDENTURE		c/o Mr. Stanley S. Halle 9300 Annapolis Road, Lanham, MD 20801		

Name of Secured Party or assignee	No.	Street	City	State
THE NATIONAL BANK OF COMMERCE now known as DOMINION BANK OF WASHINGTON, NATIONAL ASSOCIATION		1430 K Street, N.W.,	Washington, DC	20005

CHECK APPLICABLE STATEMENT

☐ CONTINUATION
The original Financing Statement identified above by file number is still
effective.

☒ TERMINATION
The original Financing Statement identified above by file number is
terminated and the secured party no longer claims a security interest under
the financing statement.

☐ RELEASE
From the property described in the original Financing Statement identified
above, the property described below is released.

RECORD FEE 10.00

POSTAGE .50

#301070 C345 R01 T13#31

☐ ASSIGNMENT
The secured party assigns to the assignee named below the rights of the
secured party under the original Financing statement identified above.

06/30/88

☐ OTHER

Debtor(s) or assignor(s)

Secured Party:

DOMINION BANK OF WASHINGTON,
NATIONAL ASSOCIATION (Seal)

(Corporate, Trade or Firm Name)

Philip C. Williams

Signature of Secured Party or Assignee
PHILIP C. WILLIAMS

SENIOR VICE PRESIDENT

(Type or print name under signature)

(Owner, Partner or officer and Title)
(Signatures must be in ink)

10-
JW

UNIFORM COMMERCIAL CODE

Washington Law Reporter Form 1000
1625 Eye St., N.W., Washington, D.C. 20006

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

☒ TO BE RECORDED IN Anne Arundel
LAND RECORDS

For Filing Officer Use
File No. _____
Date & _____
Hour _____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) No. Street City State
(Last Name First)

South River Joint Venture 2563 Forest Drive, Annapolis, Maryland
c/o Long & Foster

Name of Secured Party or assignee No. Street City State
Marine Midland Bank, N.A. 534 Broad Hollow Road, Melville, NY

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Rider attached hereto

RECORD FEE 26.00
POSTAGE .50

#137480 0040 R03 T16:46
06/30/89

RETURN TO:

(If affixed to realty—state value of each article)

CHECK ☒ THE LINES WHICH APPLY

2. ☐ If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
3. ☒ If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
4. ☐ Proceeds of collateral are also covered: ☐ Products of collateral are also covered:
5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

South River Joint Venture Marine Midland Bank, N.A. (Seal)
(Corporate, Trade or Firm Name)
By: South River Development Corp. Kim M. Fogarty, Asst. Vice Pres.
Signature of Secured Party or Assignee
By: Robert A. Levine, President
(Type or print name under signature) (Owner, Partner or Officer and Title)
(Signatures must be in ink)

26.00

RIDER

Assignment of rents, condemnation awards, hazard insurance proceeds and all fixtures, furnishings, fittings, appliances, apparatus, equipment, machinery, boilers, building materials, oil burners, power systems, air conditioning units, elevators, chattels, and articles of personal property and all additions thereto and replacements thereof now or at any time hereafter affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, equipment, occupancy or operation of the improvements on the premises described in Schedule A annexed hereto, except those owned by lessees or those claiming under or through lessees or leased by lessees from parties other than the Debtor.

SCHEDULE "A" - PARCEL I

DESCRIPTION OF PARCEL "A", AREA 3
A PART OF THE PROPERTY OF HERTIAGE HARBOUR CORPORATION
SECOND (2nd) ASSESSMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

Being part of the property acquired by Heritage Harbour Corporation, a North Carolina corporation, from Ervin Atlantic Company, by deed dated December 30, 1975, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2820 at Folio 838 and being more particularly described as follows:

BEGINNING for the same at a point on the westerly right of way line of South Haven Road (80 foot right of way) said point also designated as coordinate number 1, as shown on a plat of subdivision entitled "P.U.D. #2, Plat Two, Areas 3 & 4, Condominiums, Heritage Harbour", recorded among the aforesaid Land Records in Plat Book 37 at Folio 42 at Plat Number E-1842, thence leaving said right of way and running in, through, over and across the property of the owners, the following five (5) courses and distances

1. South 10°01'35" West, 277.46 feet to a point, thence
2. South 53°25'50" West, 422.78 feet to a point, thence
3. North 81°34'10" West, 245.38 feet to a point, thence
4. North 36°34'10" West, 298.49 feet to a point, thence

5. North $53^{\circ}25'50''$ East, 734.20 feet to a point on the westerly right of way line of said South Haven Road (80 foot right of way) thence running with said right of way line the following two (2) courses and distances
6. 187.68 feet along the arc of a curve deflecting to the left, and having a radius of 740.00 feet and a chord bearing and distance of South $46^{\circ}45'44''$ East, 187.18 feet to a point, thence
7. South $54^{\circ}01'41''$ East, 101.81 feet to the point of beginning; containing 331,422.44 square feet or 7.6084 acres of land.

SCHEDULE "A" - PARCEL II

DESCRIPTION OF PARCEL "B", AREA 4
A PART OF THE PROPERTY OF HERITAGE HARBOUR CORPORATION
SECOND (2nd) ASSESSMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

Being part of the property acquired by Heritage Harbour Corporation, a North Carolina corporation, from Ervin Atlantic Company, by deed dated December 30, 1975, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2820 at Folio 838 and being more particularly described as follows:

BEGINNING for the same at a point on the westerly right of way line of South Haven Road (variable right of way) said point also designated as coordinate number 12, as shown on a plat of subdivision entitled "P.U.D. #2, Plat Two, Areas 3 & 4, condominiums, Heritage Harbour", recorded among the aforesaid Land Records in Plat Book 37 at Folio 42 as Plat Number E-1842, thence running with said right of way the following five (5) courses and distances:

1. 11.73 feet along the arc of a curve deflecting to the right, having a radius of 660.00 feet and a chord bearing and distance of South $28^{\circ}26'36''$ East, 11.73 feet to a point, thence

2. 502.64 feet along the arc of a curve deflecting to the right, having a radius of 700.56 feet and a chord bearing and distance of South 07°25'48" East, 491.93 feet to a point, thence
3. South 13°07'27" West, 16.42 feet to a point, thence
4. South 76°52'33" East, 36.73 feet to a point, thence
5. South 14°09'45" West, 216.29 feet to a point, thence leaving said right of way and running in, through, over and across the property of the owners the following four (4) courses and distances
6. North 71°40'42" West, 391.79 feet to a point, thence
7. North 27°57'03" West, 179.17 feet to a point, thence
8. North 18°19'18" East, 300.18 feet to a point, thence
9. North 62°02'57" East, 354.72 feet to the point of beginning; containing 254,099.85 square feet or 5.8333 acres of land.

MN237001.FIS
1840

529 58

RETURN TO:
CENTRAL MARYLAND TITLE CO.
7310 Ritchie Highway
Suite 210
Glen Burnie, MD 21061

FINANCING STATEMENT

1. Names of Debtors: CRAIN TOWERS, INC.
DALJIT S. SAWHNEY
PAVANJIT K. SAWHNEY
BASANT KHANDLWAL
RITA KHANDLWAL
Address: c/o Dr. Daljit S. Sawhney
2400 Frederick Road
Catonsville, Maryland 21228
2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate Industries Group
Construction Finance Section
10 Light Street
Baltimore, Maryland 21202
3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtors in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated June 29, 1988 from Debtors to Stephen F. Beckenholdt and Dennis M. Miller, Trustees (the "Deed of Trust"), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtors of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

4. Proceeds and products of all collateral are covered.

5. Recordation tax on the principal sum of \$7,750,000 has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Deed of Trust.

Debtors:

CRAIN TOWERS, INC.

By Daljit S. Sawhney
President

Daljit S. Sawhney

Pavanjit K. Sawhney
Pavanjit K. Sawhney

Basant Khandelwal

Rita Khandelwal
Rita Khandelwal

Secured Party:

MARYLAND NATIONAL BANK

By Dennis R. Glasgow
Dennis R. Glasgow
Assistant Vice President

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Jeffrey H. Seibert

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
2. IN THE FINANCING STATEMENT RECORDS OF BALTIMORE COUNTY, MARYLAND
3. WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

PARCEL NO. 1

Beginning for the same on the northwesternmost side of Crain Highway, Maryland Business Route #3, as shown on S.R.C. Plat Nos. 15298 and 15299, at its intersection with the southwesternmost side of Maryland Route #100, as shown on S.R.C. Plat Nos. 25625 and 25626, said point being also the end of the second line of that conveyance from Bertha L. Berhardt, et.al. to Glen Burnie Coach Lines, Inc., by deed dated April 21, 1969, recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2262 at folio 43; thence leaving said side of Maryland Route #100 and binding along said northwesternmost side of Crain Highway, 1) South 18 degrees 02 minutes 00 seconds West, 102.94 feet to the northernmost side of that conveyance by Alfred L. Mathias and George H. Helfrich to George D. Mathias, by deed dated January 4, 1973, recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2552 at folio 76; thence leaving said side of Crain Highway and binding along the outlines of the second abovementioned conveyance the following four courses and distances 2) North 66 degrees 04 minutes 50 seconds West 162.46 feet, 3) South 23 degrees 59 minutes 05 seconds West 291.08 feet, 4) South 66 degrees 40 minutes 03 seconds East, 133.04 feet, 5) South 79 degrees 10 minutes 30 seconds East, 59.84 feet to a point on the northwesternmost side of Crain Highway, thence binding on the northwesternmost side of Crain Highway 6) South 18 degrees 02 minutes 00 seconds West 40.13 feet to a point thence leaving the northwesternmost side of Crain Highway and binding on part of that conveyance from William F. Mewshaw and Minnie May Mewshaw, his wife to Glen Burnie Coach Lines, Incorporated by deed dated January 7, 1969 and recorded among the Land Records of Anne

PROPERTY DESCRIPTION

Arundel County in Liber M.S.H. 2236, folio 550, with meridian corrected
7) North 66 degrees 40 minutes 03 seconds West, 564.40 feet, thence still
binding on the outlines of the above mentioned conveyances to the
Glen Burnie Coach Lines, Inc. 8) North 54 degrees 13 minutes 00 seconds
East, 447.73 feet, 9) North 20 degrees 05 minutes 20 seconds West,
434.07 feet, 10) South 66 degrees 44 minutes 00 seconds East, 142.10 feet
to said northwesternmost side of Maryland Route #100; thence binding
along said side of Maryland Route #100; 11) southeasterly along the
arc of a curve to the left having a raduis of 2034.86 feet, for an
arc distance of 190.20 feet, said arc having a chord of South 33
degrees 42 minutes 00 seconds East, 190.14 feet; 12) South 29 degrees
16 minutes 00 seconds East, 26.97; 13) South 30 degrees 24 minutes
10 seconds East, 75.73 feet; and 14) South 38 degrees 02 minutes 40
seconds East, 232.88 feet, thence continuing along said side of Maryland
Route #100, 15) South 37 degrees 59 minutes 00 seconds East, 6.96 feet
to the point of beginning; containing 4.3432 Acres of land, more or less.

Parcel 2:

BEGINNING FOR THE SAME at a granite stone heretofore set at the end of the North 54
degrees 17 minutes East 586.50' line of the first parcel of a conveyance from Frank
Kucz and Anna Kucz, his wife, to Alfred C. Caldwell and Nellie M. Caldwell, his wife,
by deed dated, November 7, 1947, and recorded among the Land Records of Anne Arundel
County in Liber JHH 445, folio 7, and running thence with the outline of the said
conveyance North 20 degrees 04 minutes West 124.62' to an iron pipe thence leaving
the said outline and running with the centerline of a proposed 20 foot right of way
South 54 degrees 17 minutes West 383.62' to an iron pipe; thence leaving the said
proposed right of way and running South 35 degrees 43 minutes East 120' to an iron
pipe now set in the aforementioned North 54 degrees 17 minutes East 586.50' line of
the aforesaid conveyance; thence running with the said line North 54 degrees 17 minutes
East 350' to the place of beginning. Containing 1.01 acres land, more or less,
subject to a proposed 20 foot right of way, the centerline of which is the South 54
degrees 17 minutes West 383.62' line of the hereinabove described parcel and a
prolongation thereof South 54 degrees 17 minutes West 167.36' to the eastmost side
of Old Stage Road. Also known as 1304 Hillcrest Road.

PROPERTY DESCRIPTION

TOGETHER with a 20 foot right of way more particularly described in a Deed from Alfred Caldwell and Nellie M. Caldwell, his wife to Willie Snow and Mary M. Snow, his wife, dated October 13, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1250, folio 537.

TOGETHER with the right to water supply from 1700 Crain Highway as per Deed dated, June 26, 1978, from Robert J. Callanan and Ann M. Callanan, his wife, to Marlene L. Braun, and recorded among the Land Records of Anne Arundel County in Liber 3099, folio 275.

TOGETHER with a easement more particularly described in a Deed from Alfred C. Caldwell and Nellie M. Caldwell, his wife to Crain Towers, Inc. dated August 25, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4471, page 90.

1100418

273527

MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1 ☐ To Be Recorded in the Land Records of _____
2 ☒ To Be Recorded among the Financing Statement Records of Anne Arundel County
3 ☐ Not subject to Recordation Tax
4 ☒ Recordation Tax has been paid on the principal amount of \$ 86,500.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5 Debtor(s) Name(s) Address(es)
Professional Construction Services, Inc. Lot No. 21
STONINGTON, Anne Arundel County, Md.

6 Secured Party, Address: Real Estate and Mortgage Division
MARYLAND NATIONAL BANK XXXXXXXX 10 Church Circle
Attention: Harrell Copeland XXXXXXXX Annapolis, Md. 21405
XXXXXXXXXXXXXXXXXXXX #137830 0055 R03 T17:21

06/30/88

RPM

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property
(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated June 27 19 88 from Debtor(s) to Stephen F. Beckenholdt and Dennis M. Miller Trustees (the Deed of Trust), all property being located in Anne Arundel County Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof
(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created

RECORD FEE 11.00
TOTAL 11.00

#137820 0055 R03 T17:21

06/30/88

Debtor(s) Secured Party
PROFESSIONAL CONSTRUCTION SERVICES, INC. MARYLAND NATIONAL BANK
BY: James W. Thomasson, Jr. Vice President (SEAL) By: Harrell D. Copeland, Vice President (SEAL)
(SEAL) Type name and title

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

1100418

PROPERTY DESCRIPTION

BOOK 529 PAGE 64 EXHIBIT A

ALL that parcel or parcels of real property located in the County of Anne Arundel (_____ Election District), State of Maryland _____, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot 21 as shown on a plat entitled,
"Plat 3 of 3, STONINGTON, An Adult Community", and recorded among the Land
Records of Anne Arundel County, Maryland in Plat Book 106, Folio 23.

p. 3418

BOOK 520 PAGE 65

2735 13

MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1 ☐ To Be Recorded in the Land Records of _____
- 2 ☒ To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3 ☐ Not subject to Recordation Tax
- 4 ☒ Recordation Tax has been paid on the principal amount of \$ 110,810.00 in connection with the filing of this Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5 Debtor(s) Name(s) Professional Construction Services, Inc. Address(es) Lot 53
STONINGTON, Anne Arundel County, Maryland

6 Secured Party MARYLAND NATIONAL BANK Address Real Estate and Mortgage Division
Attention: Harrell Copeland 10 Church Circle
Annapolis, Md. 21401
Baltimore, Maryland 21202

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:
(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated June 27 19 88 from Debtor(s) to Stephen F. Beckenholdt and Dennis M. Miller Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland said property being more particularly described in Exhibit A attached hereto and made a part hereof.
(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

RECORD FEE 11.00
POSTAGE .50
#137840 0055 R03 T17:21
06/30/88

Debtor(s) PROFESSIONAL CONSTRUCTION SERVICES, INC. Secured Party MARYLAND NATIONAL BANK
BY: James W. Thomasson, Vice President (SEAL) By: Harrell D. Copeland, Vice President (SEAL)
Type name and title

Mr Clerk Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

11/20
853 F.E.D. 1.85

PROPERTY DESCRIPTION

BOOK 529 PAGE 66

Exhibit A

ALL that parcel or parcels of real property located in the County of Anne Arundel (Election District), State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot 53 as shown on a plat entitled, "Plat 3 of 3, STONINGTON, An Adult Community", and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 106, Folio 23.

STATE OF MARYLAND
FINANCING STATEMENT 529 PAGE 67 Identifying File No. 273519

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here. \$

If this statement is to be recorded
in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Dental Associates

Address c/o P.O. Box One, Severna Park, MD 21146

2. SECURED PARTY

Name FARMERS NATIONAL BANK OF MARYLAND

Address 5 CHURCH CIRCLE

ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00
POSTAGE .50

3. Maturity date of obligation (if any) 07/01/88

4. This financing statement covers the following types (or items) of property: (list) 07/01/88

ALL ACCOUNTS, INVENTORY AND EQUIPMENT NOW OWNED OR HEREAFTER ACQUIRED BY BORROWER AND
ALL PROCEEDS (CASH AND NON-CASH) OF SUCH ACCOUNTS, INVENTORY AND EQUIPMENT.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

DENTAL ASSOCIATES
✓ *Richard Cheskis*
(Signature of Debtor)

By: Richard Cheskis
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Earl C. McNay, AVP
Type or Print Above Signature on Above Line

273553

529 JUL 68

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) FRED G WILLIAMS 1695 EPPINGFARMS LANE ANNAPOLIS MD 21403	2. Secured Party(ies) and address(es) RIGGS NATIONAL BANK 1120 VERMONT AVENUE NW WASHINGTON DC 20005	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #138470 0040 R03 T10:07 RNM 07/01/88
4. This financing statement covers the following types (or items) of property BOAT 1988 WELLCRAFT 34' S/N WELC4304B888 MOTOR 19 MERCRUISER 1B 340 HP S/N 8913746 XXXXXXXXXXXXXXX MOTOR #2 1988 MERCRUISER 1B 340 HP S/N 8946287		5. Assignee(s) of Secured Party and Address(es)
This statement is filed without the debtor's signature to perfect a security interest in collateral (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected		
Check <input checked="" type="checkbox"/> if covered. <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented		
Filed with		
By <u>FRED G WILLIAMS</u> Signature(s) of Debtor(s)		By <u>J. A. MOISLER</u> Signature(s) of Secured Party(ies) Vice President

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.



BOOK 529 PAGE 69

Financing Statement

COPY FOR FILING

- ☐ Not Subject to Recordation Tax
☒ Subject to Recordation Tax, Principal
Amount is \$ 5,000
☐ To Be Recorded in Land Records of

Record in:

- ☐ SDAT
☐ Montgomery County
☐ Prince George's County
☒ Other Anne Arundel County

NAME	Street	City	State
1. Debtor(s)	Wild & Wooly Needlecrafts, Inc., 160 East Jennifer Road, Annapolis, MD 21401		

2. Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check ☒ one or more boxes as applicable:

☒ All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

☒ Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.

☒ Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.

☐ Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

☒ Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

Secured Party: SOVRAN BANK/MARYLAND

Wild & Wooly Needlecrafts, Inc.

By: Derek K. Harps

Peter Schlossberg, Pres.

Type Name Derek K. Harps

Title Vice President

Peter Schlossberg, Pres.
Type or Print Name and Title of Each Signatory

RECORD TAX

11.00

POSTAGE

.50

#138480 0040 R03 T10:10

07/01/88

RAM

All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.

Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.

All of the above located at the following locations:

160 East Jennifer Road
Annapolis, MD 21401

5508 Leesburg Pike
Falls Church, VA 22041

9554 Livingstone Road
Fort Washington, MD 20744

9673 Lost Knife Road
Gaithersburg, MD 20877

356 Domar Avenue
Laurel, MD 20707

6935 Hechinger Drive
Springfield, VA 22151

7300 Leesburg Pike
Falls Church, VA 22043

10430 Auto Park Drive
W. Bethesda, MD 20817

8754 Richmond Highway
Alexandria, VA 22309

13633 Connecticut Avenue
Silver Spring, MD 20906

Fair Oaks Shopping Mall #G201
Fairfax, VA 22033

BOOK 529 PAGE 71

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 519 FOLIO 155 ON October 21, 1987 (DATE)

1. DEBTOR

Name Water Oak Forest Corporation, a Maryland corporation
Address 305 East Furnace Branch Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Provident Bank of Maryland
Address 114 East Lexington Street, Baltimore, MD 21202 Attn: Commercial Real Estate Department
Diversified Title Corporation, 10 E. Balto. St., Ste. 1212, Balto., MD 21202
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See Exhibit A attached.</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
#138490 1040 R03 T10:10
07/01/88

PROVIDENT BANK OF MARYLAND

Dated May 31, 1988

By: Alex J. Guggenheim
(Signature of Secured Party)

Alex J. Guggenheim, Vice President
Type or Print Above Name on Above Line

DIVERSIFIED TITLE CORPORATION
10 EAST BALTIMORE STREET
SUITE 1212
BALTIMORE, MD 21202

1550

Exhibit A

BEING KNOWN AND DESIGNATED as Lots Numbered 5, 7 and 17 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 5 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 43, respectively.

BEING KNOWN AND DESIGNATED as Lot No. 31 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 3 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 41, respectively.

BEING KNOWN AND DESIGNATED as Lot No. 47 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 2 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 40, respectively.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 501 FOLIO 09 ON July 22, 1986 (DATE)

1. DEBTOR

Name Water Oak Forest Corporation, a Maryland corporation

Address 305 East Furnace Branch Road, Glen Burnie, Md 21061

2. SECURED PARTY

Name Provident Bank of Maryland

Address 114 East Lexington Street, Baltimore, MD 21202, Attn: Commercial Real Estate Department

Diversified Title Corporation, 10 E. Balto. St., Ste. 1212, Balto., MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENTA. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☒
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See Exhibit A attached.C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other: ☐
(Indicate whether amendment, termination, etc.)RECORD FEE 10.00
POSTAGE .50
#138500 0040 R03 T10:11
07/01/88
12

PROVIDENT BANK OF MARYLAND

Dated May 31, 1988

By: Alex J. Guggenheim
(Signature of Secured Party)Alex J. Guggenheim, Vice President
Type or Print Above Name on Above LineDIVERSIFIED TITLE CORPORATION
10 EAST BALTIMORE STREET
SUITE 1212
BALTIMORE, MD 21202
1052

Exhibit A

BEING KNOWN AND DESIGNATED as Lots Numbered 5, 7 and 17 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 5 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 43, respectively.

BEING KNOWN AND DESIGNATED as Lot No. 31 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 3 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 41, respectively.

BEING KNOWN AND DESIGNATED as Lot No. 47 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 2 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 40, respectively.

MARYLAND FINANCING STATEMENT

273554 529 PAGE 75

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Maryland Save Our Streams, Inc.
 (Name or Names)
 263 Scotts Manor Drive Glen Burnie, Md. 21061
 (Address)
 LESSEE CFSL2802
 (Name or Names)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
 (Address)
 8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Chesapeake Federal Savings & Loan Association
 (Name or Names)
 2001 E. Joppa Road Baltimore, MD 21234
 (Address)

4. This financing Statement covers the following types (or items) of property:

(1) Toshiba BD 5110 Copier

RECORD FEE 11.00
 POSTAGE .50
 #138530 0040 R03 110:27
 07/01/98

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
 Products of Collateral are also covered Yes () No (xx)

LESSEE LESSOR
 Maryland Save Our Streams, Inc. CHESAPEAKE INDUSTRIAL LEASING CO., INC.
 By: Barbara Taylor, Executive Director By: Gordon T. Hill, Pres.
 (Title) (Title)
 (Type or print name of person signing) (Type or print name of person signing)
 By: Return to:
 (Title)
 (Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
 8767 SATYR HILL ROAD
 BALTIMORE, MD 21234

11.50



FINANCING STATEMENT PAGE 76

1. ☐ To Be Recorded in the Land Records.
2. ☒ To Be Recorded among the Financing Statement Records.
3. ☒ Not subject to Recordation Tax.
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s)

Address(es)

SMITH MARINE OF SEVERNA PARK, INC.

910 Ritchie Highway
Severna Park, Maryland 21146

6. Secured Party

Address

Provident Bank of Maryland

Attention: Richard C. Nettles

Type name & title Vice President

114 E. Lexington Street
Baltimore, Maryland 21202

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☒ A. *Inventory*. All of the inventory of each Debtor, wherever located, both now owned and hereafter acquired, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☒ B. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ C. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual and contract rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ D. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ E. *All Equipment and Fixtures*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ F. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. *Proceeds*. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is(are) _____.

Debtor(s):

SMITH MARINE OF SEVERNA PARK, INC.

(Seal)

By:

(Seal)

(Seal)

Robert C. Smith, President

Type name and title

Mr. Clerk: Please return to Provident Bank of Maryland to the officer and at the address set forth in paragraph 6 above.

RECORD FEE 11.00

POSTAGE .50

#138560 0040 R03 110:54

07/01/88

Form No. 3440(3/87)

STATE OF MARYLAND

BOOK 529 PAGE 77

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271766

RECORDED IN LIBER 523 FOLIO 340 ON February 24, 1988 (DATE)

1. DEBTOR

Name Major Vend, Inc.

Address 1548 Lodge Pole Court Annapolis, MD 21401

2. SECURED PARTY

Name Great Northern Funding Corp.

Address 11500 Rockfield Ct. Cincinnati, OH 45241

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
(Indicate whether amendment, termination, etc.)

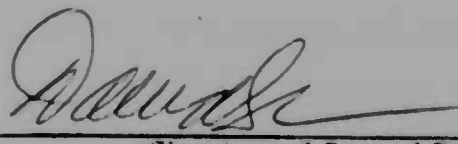
Assigned to: First National Bank of Cincinnati,
5th & Walnut Sts.
Cincinnati, OH 45202

RECORD FEE 11.00
POSTAGE .50
#138570 0440 R03 T10:55

07/01/88

TEN

Dated _____



(Signature of Secured Party)
David Sloan, Leasing Manager
Great Northern Funding Corp.

Type or Print Above Name on Above Line

1050

600 529 PAGE 78

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 258440 Dated 9/17/85
Record Reference Liber 489 Page 466 Clerk of Circuit Court
Anne Arundel County, MD

2. DEBTOR is:

Name: Jet Blast, Inc.
Address: 6800 Fort Smallwood Rd., Baltimore, MD 21226

3. SECURED PARTY is:

Name: First Eastern Leasing Corporation
Address: 30 E. Padonia Road, Timonium, MD 21093

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE, the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: Signet Bank/Maryland
Seven St. Paul Street
P. O. Box 1077
Baltimore, Maryland 21203
Attn: Steven Zelenak (T1806)

SECURED PARTY:

First Eastern Leasing Corporation

By: [Signature]

(Title)

Date: 6-27-88

UCC-7

RECORD FEE 10.00
POSTAGE .50

#135580 0040 R03 111:04

07/01/88

RHH

15 w

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 234267 Dated 9/9/80
Record Reference Liber 429 Page 144 Clerk of Circuit Court
Anne Arundel County, MD

2. DEBTOR is:

Name: Jet Blast, Inc.
Address: 18 Senate Drive, Pasadena, MD 21122

3. SECURED PARTY is:

Name: Associates Capital Services
Address: 6701 Elkridge Landing Road, Linthicum, MD 21090

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE, the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO:

Signet Bank/Maryland
Seven St. Paul Street
P. O. Box 1077
Baltimore, Maryland 21203

Attn: Steven Zelenak (T1806)

SECURED PARTY:

Associates Capital Services

By: RSK ASST VP
(Title)

Date: 6/24/88

UCC-7

RECORD FEE 10.00

POSTAGE .50

#138590 C040 R03 111:05

07/01/88

15.4

273533

File No.
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

XX Not subject to Recordation Tax. To Be Recorded in The Land Records
(For Fixtures Only).
Subject to Recordation Tax on prin-
cipal amount of \$.....

This Financing Statement is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

Name of DebtorAddress

Bowie Bolt & Supply, Inc.

2404 Crofton Blvd.
Crofton, MD 21114

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland 20707

to which this Statement should be delivered after it is recorded and from which addi-
tional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collat-
eral): All Accounts Receivable, Inventory, Contract Rights and intangibles
now owned or hereafter acquired.

4. The collateral property is affixed or to be affixed to or is to be crops on the follow-
ing real estate: (Describe - include house number and street or block reference where
applicable).

5. XX Proceeds)
Products) of the collateral are also specifically covered.

DebtorSecured Party (Assignee)

Bowie Bolt & Supply, Inc.

THE CITIZENS NATIONAL BANK

By: Donna Weathers
Donna Weathers, PresidentBy: Marilyn F. Horton
Marilyn F. Horton
Assistant Vice PresidentBy: Lloyd D. Weathers
Lloyd D. Weathers, Sec./Treas.

By:

Type or print all names and
titles under signatures.RECORD FEE 11.00
POSTAGE .50
#138610 C040 R03 T11:08
07/01/88

1152

____ TO BE
XXX NOT TO BE

RECORDED IN
LAND RECORDS 81

____ SUBJECT TO
XXX NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$

FINANCING STATEMENT

1. DEBTOR (S):

EBERSBERGER EXCAVATING
Name or Names - Print or Type

1711 BALT.-ANNAPOLIS BLVD., ARNOLD, ANNE ARUNDEL-MD. 21012
Address - Street No., City - County State Zip Code

Name or Names - Print or Type

Address - Street No., City - County State Zip Code

2. SECURED PARTY:

MID-ATLANTIC EQUIPMENT COMPANY
Name or Names - Print or Type

9107 OWENS DRIVE, MANASSAS PARK, VIRGINIA 22111
Address - Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe & Attach separate list if necessary).

(1) Dynapac Model CA15 Smooth Drum Vibratory Roller, S/N 2117

4. If above described personal property is to be affixed to real property, describe real property.

N/A

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral xxx are, ____ are not covered.

7. Products of collateral ____ are, xxx are not covered.

RECORD FEE 11.00
POSTAGE .50
#138720 0040 R03 T11:20
07/01/88

DEBTOR (S):

SECURED PARTY:

Signature of Debtor

EBERSBERGER EXCAVATING
Type or Print

Signature of Debtor

Type or Print

MID-ATLANTIC EQUIPMENT COMPANY
Company, if applicable

TOM LLOYD
CREDIT MANAGER
Signature of Secured Party

Type or Print (include title Co. if

To the filing Office: After this settlement has been recorded please mail the same to:

Name & Address MID-ATLANTIC EQUIPMENT COMPANY, 9107 OWENS DRIVE, MANASSAS PARK, VA 22111

#4011743

STATE OF MARYLAND

Anne Arundel County

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273599

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Building Owners and Managers International Incorporated
Address 1521 Ritchie Highway, Suite 3A, Arnold, MD 21012

2. SECURED PARTY

Name General Electric Capital Corporation
Address 600 W. Germantown Pike, Plymouth Meeting, PA 19462

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
Various Office Equipment as more fully described on the invoices attached hereto and made a part hereof. With all attachments, accessories, and additions now or hereafter attached thereto and made a part thereof. Debtor is not authorized to sell equipment.

Recordation Tax of \$18.15 paid on balance of \$5,473.10 to Maryland State.

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 17.00
POSTAGE .50
#138740 0040 R03 T11:25
07/01/89

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Building Owners and Managers International Incorporated

X Russ B. Smith (Signature of Debtor)

Russ B. Smith
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

General Electric Capital Corporation

David J. Gale
(Signature of Secured Party)

Type or Print Above Signature on Above Line

17.50

529 PAGE 83

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273561

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here ☐

This financing statement Dated 6/23/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Filas Lawn & Garden Service
Address Rt 2 Box 531 Batts Neck RD, Stevensville, MD 21666

2. SECURED PARTY

Name Annapolis 4A Rentals
Address 1919 Lincoln Drive, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

New John Deere F915 Front Mower S/N MOF915X475439
New John Deere 60" Mower S/N MO1052X576557

CHECK THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

RECORD FEE 11.00

POSTAGE .50

#138750 0040 R03 111:27

07/01/88

Filas Lawn & Garden Service
(Signature of Debtor)

Fila's Lawn & Garden Service
Type or Print Above Name on Above Line

David Fila
(Signature of Debtor)

David Fila
Type or Print Above Signature on Above Line

Outdoor Power
(Signature of Secured Party)

Outdoor Power
Type or Print Above Signature on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 501 FOLIO 09 ON July 22, 1986 (DATE)

1. DEBTOR

Name Water Oak Forest Corporation, a Maryland corporation

Address 305 East Furnace Branch Road, Glen Burnie, Md 21061

2. SECURED PARTY

Name Provident Bank of Maryland

Address 114 East Lexington Street, Baltimore, MD 21202, Attn: Commercial Real Estate Department

Diversified Title Corporation, 10 E. Balto. St., Ste. 1212, Balto., MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See Exhibit A attached.</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
#138780 0040 R03 T11:33
07/01/88

PROVIDENT BANK OF MARYLAND

Dated March 30, 1988

By: Mary R. Henderson
(Signature of Secured Party)

Mary R. Henderson
Type or Print Above Name on Above Line

mail to:

DIVERSIFIED TITLE CORPORATION
10 EAST BALTIMORE STREET
SUITE 1212
BALTIMORE, MD 21202

156

Exhibit A

BOOK 529 PAGE 85

BEING KNOWN AND DESIGNATED AS Lots Numbered 11 and 16 as shown on the Plats entitled "Chandler Point at Water Oak Forest Plat 1 of 5" and "Chandler Point at Water Oak Forest Plat 5 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 43, respectively.

BEING KNOWN AND DESIGNATED AS Lot No. 22 as shown on the Plats entitled "Chandler Point at Water Oak Forest Plat 1 of 5" and "Chandler Point at Water Oak Forest Plat 4 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 42, respectively.

4552s

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 519 FOLIO 155 ON October 21, 1987 (DATE)

1. DEBTOR

Name Water Oak Forest Corporation, a Maryland corporation
Address 305 East Furnace Branch Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Provident Bank of Maryland
Address 114 East Lexington Street, Baltimore, MD 21202 Attn: Commercial Real Estate Department
Diversified Title Corporation, 10 E. Balto. St., Ste. 1212, Balto., MD 21202
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See Exhibit A attached.</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
#138750 0040 R03 T11:33
01/01/88
TW

PROVIDENT BANK OF MARYLAND

Dated March 30, 1988

By: Mary R. Henderson
(Signature of Secured Party)

Mary R. Henderson
Type or Print Above Name on Above Line

154

Mail to:

DIVERSIFIED TITLE CORPORATION
10 EAST BALTIMORE STREET
SUITE 1212
BALTIMORE, MD 21202

Exhibit A

BEING KNOWN AND DESIGNATED AS Lots Numbered 11 and 16 as shown on the Plats entitled "Chandler Point at Water Oak Forest Plat 1 of 5" and "Chandler Point at Water Oak Forest Plat 5 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 43, respectively.

BEING KNOWN AND DESIGNATED AS Lot No. 22 as shown on the Plats entitled "Chandler Point at Water Oak Forest Plat 1 of 5" and "Chandler Point at Water Oak Forest Plat 4 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 42, respectively.

4552s

STATE OF MARYLAND

529 88

Anne Arundel County
~~Prince George's County~~

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269128

RECORDED IN LIBER 516 FOLIO 160 ON 8/17 (DATE) 87

1. DEBTOR

Name Universal TV Rental, Inc.

Address 7403 Ritchie Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Borg Warner Acceptance Corporation

Address 110 Boggs Lane, Suite 100, P.O. Box 46382, Cincinnati, Ohio 45246

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)
	The name of Borg Warner Acceptance Corporation has been changed to TRANSAMERICA COMMERCIAL FINANCE CORPORATION.	

RECORD FEE 1.00

RECORD FEE 10.00

POSTAGE .50

#138800 C040 R03 T11:35

07/01/88

Universal TV Rental, Inc.

Gary L. Wilburn
(Signature of Debtor)

Gary L. Wilburn

Dated 6-9-88

Transamerica Commercial Finance Corp.

Gerard Kuja
(Signature of Secured Party)

G. Kuja

Type or Print Above Name on Above Line

273565

800 529 PAGE 89

☐ TO BE
☐ NOT TO BE

RECORDED IN
LAND RECORDS

☐ SUBJECT TO

☒ NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ _____

FINANCING STATEMENT

Flooring Systems, Inc.

1. Debtor(s):

Name or Names—Print or Type

8265 I Patuxent Range Road Jessup, Maryland 20794

Address—Street No.,

City - County

State

Zip Code

Name or Names—Print or Type

Address—Street No.,

City - County

State

Zip Code

Fish Market Limited Partnership

2. Secured Party:

Name or Names—Print or Type

21 Merchants Row Boston, Mass 02109

Address—Street No.,

City - County

State

Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

FLOOR COVERING

4. If above described personal property is to be affixed to real property, describe real property.

n/a

RECORD FEE 11.00
POSTAGE .50

#138890 C040 R03 112:00

07/01/88

5. If collateral is crops, describe real estate.

n/a

6. Proceeds of collateral ☐ are ☐ are not covered.

7. Products of collateral ☐ are ☐ are not covered.

Additional Secured:

First National Bank of Boston
100 Federal Street

SECURED PARTY: Boston, Mass 02106

Debtor(s):

Flooring Systems
Chesley Roberts
(Signature of Debtor)

Type or Print

(Signature of Debtor)

Type or Print

Mortgage Investors Corporation
200 Clarendon Street
Boston, Mass 02116

(Company, if applicable)

Scott D. Roberts
(Signature of Secured Party)

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address

Lucas Bros. Form F-1

11/18

273566

800 529 PAGE 90

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	Maturity Date 3 (optional)
1. Debtor(s) (Last Name First and Address(es))	2. Secured Party(ies) Name(s) and Address(es)	4. For Filing Office Use: Date, Time, No. Filing Office	
Robert Dunbar 1200 Oldfield Point Rd Elkton, MD 21921	Chrysler First Consumer Discount Company 100 Granite Drive Suite 103 Lima, Pa. 19037	POSTAGE CK .50 #138700 C040 R03 T12:02 07/01/89	
5. This Financing Statement covers the following types (or items) of property: Samick Piano 5'7" Serial #AA0698		6. Assignee(s) of Secured Party and Address(es)	
<input type="checkbox"/> Proceeds — 3. Describe Real Estate Here:		7. <input type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are or are to be affixed to. • (Describe Real Estate Below)	
<input type="checkbox"/> Products of the Collateral are also covered.		9. Name(s) of Record Owner(s):	
No. & Street	Town or City	County	Section Block Lot
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)			
<input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state, or			
<input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:			
By _____ Signature(s) of Debtor(s)		By <u>Chrysler First Consumer Discount Co.</u> Signature(s) of Secured Party(ies)	
(1) FILING OFFICER COPY — NOT RECORDED			
STANDARD FORM - FORM UCC-1 — Approved by the Secretary of the Commonwealth of Pa.			

FINANCING STATEMENT FORM UCC-1

Identifying File No. 710507

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here \$ _____If this statement is to be recorded
in land records check here. ☐This financing statement Dated June 21, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD
21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATIONAddress 7711 Quarterfield RoadGlen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated May 25, 1988, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # BB3054 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated June 21, 1988 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

(Signature of Debtor)

Frank J. Sarro, III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

RECORD FEE 11.00

POSTAGE .50

#139050 0040 R03 T12:25

07/01/88

CK

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, President

Type or Print Above Name on Above Line

Filed with Anne Arundel County

1459

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
2 (two)	Custom Laminated quad formica styling stations w/chrome appliance & trim, with w/a D29-6 mirror supports, wall panel fin. by others
1 (one)	Belvedere 4 seat dryer sofa - ice white Laminate w/ T 19 uph
4 (four)	Belvedere 810 dryers with smoked hoods
3 (three)	Custom laminated lower shampoo cabinets with towel storage W/A D29-6
1 (one)	Custom 66" kitchenette/Dispensary in white w/wall and base cabinets, mini s/s & faucet and snack top and support panel
1 (one)	Custom laminated tint/colour top in W/A D29-6 w/chrome support leg
1 (one)	Undercounter refrigerator, white
3 (three)	30" dia. shampoo mirrors
1 (one)	Custom laminated make-up countertop
1 (one)	Facial cabinet/countertop w/small hand sink/faucet

TransFinancial Leasing Corp.

BY: TITLE: Frank J. Sarro, III, President

Irvington Federal Savings & Loan Association

BY: TITLE: William J. Ottey, President

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273563

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 6/1/88, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 831608SA1 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 6/22/88 between Assignor and Assignee:

(1) One 1974 65 yard Dempster Transfer Trailer S/N 65DCT626

CHECK THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00

POSTAGE .50

#139060 0040 R03 T12:26

07/01/88

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

(Signature of Debtor)

Frank J. Sarro, III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, President

Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150

1460

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 0000 PAGE 121
8-529-P-94
Identifying File No. 873569

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KFC National Management Co - Kentucky Fried Chicken
Address 1511 Governor Richie Highway Arnold, MD 21012

2. SECURED PARTY

Name HCL Leasing Corporation
Address 600 Parsippany Road, Parsippany, NJ 07054

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1 Ricoh FT 7060	Serial # 7970202564
1 Ricoh CS 2060	# 1670102368
1 RT 20	

Customer # 58622-01 Lease # 93905

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50
#139070 0040 R03 T12:28
07/01/88
CK

(Signature of Debtor)

KFC National Management Co- Kentucky Fried Chicken
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

HCL Leasing Corporation

Type or Print Above Signature on Above Line

1150

273579

BOOK 529 PAGE 95

FINANCING STATEMENTS

This Financing Statement is presented to a Filing
Officer pursuant to the Maryland Uniform Commercial Code.

To be recorded in the: (1) Financing Statements Records
of the Maryland Department of
Assessments and Taxation _____
(2) Financing Statement Records
of Anne Arundel County, MD X

1. NAME AND ADDRESS OF DEBTOR:
Pike Ridge Properties
3481 Pike Ridge Road
Edgewater, Maryland 21037

2. NAME AND ADDRESS OF SECURED PARTY:
FARMERS NATIONAL BANK OF MARYLAND
5 Church Circle
Annapolis, Maryland 21401

RECORD FEE 25.00
POSTAGE .50
#302960 C345 R01 714:08
07/01/88

3. This Financing Statement covers all of the following
property of the Debtor:

A. INVENTORY. All of the Debtor's inventory both
now and hereafter acquired, wherever located, and
as the same may now and hereafter from time to time
be constituted, together with all cash and non-
cash proceeds and products thereof.

B. ACCOUNTS. All of the Debtor's accounts without
limitation, all notes, notes receivable, drafts
acceptances, and similar instruments and documents,
both now owned and hereafter acquired, together with
(i) all proceeds thereof, and (ii) all returned,
rejected, or repossessed goods, the sale or lease

MICHAEL R. ROBLER, P.A.
ATTORNEY AND
COUNSELOR AT LAW
7 WILLOW STREET
ANNAPOLIS, MD 21401

of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. GENERAL INTANGIBLES. All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks, and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. CHATTEL PAPER. All of the Debtor's chattel paper both now owned and hereafter existing, acquired, or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, all property and goods both now owned and hereafter acquired by the Debtor which are sold, leased, secured, are the subject of, or otherwise covered by, the Debtor's chattel paper, together with all rights

incident to such property and goods and cash and non-cash proceeds thereof.

E. ALL EQUIPMENT AND FIXTURES. All of the Debtor's restaurant equipment, tables, chairs, stoves, refrigerators, both now owned and hereafter acquired, including, but not exclusively, all the equipment and fixtures described in Exhibit A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools attachments, and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefore, and (iii) all cash and non-cash proceeds and products thereof. All such equipment or fixtures that are or will be located at or are to be attached to the restaurant property leased to Pike Ridge Investments, Inc., located in premises located on Route 214, Central Avenue, Edgewater, Anne Arundel County, Maryland, known as The Country Kitchen.

4. Not subject to recordation tax as this financing statement secures an indirect security agreement.

DATE: June 30, 1988

DEBTOR:

WITNESS: [Signature]

PIKE RIDGE PROPERTIES

BY: [Signature] (SEAL)

ROBERT W. PROCTOR,
GENERAL PARTNER

RETURN TO:
MICHAEL R. ROBLYER, P. A.
Attorney at Law
7 Willow Street
Annapolis, Maryland 21401

EXHIBIT A
PIKE RIDGE PROPERTIES

50 CHAIRS
15 TABLES
8 STOOLS
2 4' SANDWICH UNITS
1 WAFFLE GRILL
1 4' GRILL
1 OVEN/RANGE GRILL
1 DEEP FRYER
1 HOWARD REFRIGERATOR DOUBLE DOOR
1 HOWARD FREEZER
1 BERLICK WALKIN
1 4' STEAM TABLE
1 MICROWAVE
2 COFFEE UNITS
1 BEER COOLER
1 CASH REGISTER
1 ICE MACHINE
2 OLD FREEZERS

MICHAEL R. ROBLER, P.A.
ATTORNEY AND
COUNSELOR AT LAW
7 WILLOW STREET
ANNAPOLIS, MD 21401

3 TOASTERS
2 SINK UNITS
1 PEPSI MACHINE/ W COLD PLATE
1 JET SPRAY MACHINE
1 8' WORK TABLE
1 SLICER

DATE: June 30, 1989

PIKE RIDGE PROPERTIES

WITNESS:

Michael N. Oley

BY:

Robert W. Proctor

ROBERT W. PROCTOR, PARTNER

273571

529 101

FINANCING STATEMENTS

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

To be recorded in the: (1) Financing Statements Records of the Maryland Department of Assessments and Taxation_____
(2) Financing Statement Records of Anne Arundel County, MD X

1. NAME AND ADDRESS OF DEBTOR:
Pike Ridge Investments, Inc.
3481 Pike Ridge Road
Edgewater, Maryland 21037

RECORD FEE 25.00

2. NAME AND ADDRESS OF SECURED PARTY:
FARMERS NATIONAL BANK OF MARYLAND
5 Church Circle
Annapolis, Maryland 21401

POSTAGE .50
#302990 C345 R01 T14#08
07/01/88
GK

3. This Financing Statement covers all of the following property of the Debtor:

A. INVENTORY. All of the Debtor's inventory both now and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. ACCOUNTS. All of the Debtor's accounts without limitation, all notes, notes receivable, drafts acceptances, and similar instruments and documents, both now owned and hereafter acquired, together with (i) all proceeds thereof, and (ii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to an

MICHAEL R. ROBLIER, P.A.
ATTORNEY AND
COUNSELOR AT LAW
7 WILLOW STREET
ANNAPOLIS, MD 21401

25-

account and all cash and non-cash proceeds and products of all such goods.

C. GENERAL INTANGIBLES. All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks, and patents), both now owned and hereafter aquired, together with all cash and non-cash proceeds and products thereof.

D. CHATTEL PAPER. All of the Debtor's chattel paper both now owned and hereafter existing, acquired, or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, all property and goods both now owned and hereafter acquired by the Debtor which are sold, leased, secured, are the subject of, or otherwise covered by, the Debtor's chattel paper, together with all rights incident to such property and goods and cash and non-cash proceeds thereof.

E. ALL EQUIPMENT AND FIXTURES. All of the Debtor's

restaurant equipment, tables, chairs, stoves, refrigerators, both now owned and hereafter acquired, including, but not exclusively, all the equipment and fixtures described in Exhibit A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accesscries, special tools attachments, and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefore, and (iii) all cash and non-cash proceeds and products thereof. All such equipment or fixtures that are or will be located at or are to be attached to the restaurant property leased to Pike Ridge Investments, Inc., located in premised located on Route 214, Central Avenue, Edgewater, Maryland, Anne Arundel County, Maryland, known as The Country Kitchen.

4. Right, Title, and interest in and to the liquor license number 0318, Class B, Beer, Wine and Liquor, music and Sunday Seven day dancing issued to the Debtor and the individual names of JAMES McMICKLE, NELSON HOLT and DONALD A. COLE by the Anne Arundel County Liquor Board for use on the premises known as Pike Ridge Corner's Country Kitchen,

Route 214, Edgewater, Maryland and all renewals thereof.

DATE: June 30, 1988

DEBTOR:

ATTEST: [Signature]

PIKE RIDGE INVESTMENTS, Inc.

BY: [Signature] (SEAL)

ROBERT W. PROCTOR,
PRESIDENT

RETURN TO:
MICHAEL R. ROBLER, P. A.
Attorney at Law
7 Willow Street
Annapolis, Maryland 21401

NOT SUBJECT TO RECORDATION TAX AS THIS FINANCING STATEMENT
SECURES AN INDIRECT SECURITY AGREEMENT.

EXHIBIT A
PIKE RIDGE PROPERTIES

50 CHAIRS
15 TABLES
8 STOOLS
2 4' SANDWICH UNITS
1 WAFFLE GRILL
1 4' GRILL
1 OVEN/RANGE GRILL
1 DEEP FRYER
1 HOWARD REFRIGERATOR DOUBLE DOOR
1 HOWARD FREEZER
1 BERLICK WALKIN
1 4' STEAM TABLE
1 MICROWAVE
2 COFFEE UNITS
1 BEER COOLER
1 CASH REGISTER
1 ICE MACHINE
2 OLD FREEZERS

MICHAEL R. ROBLER, P.A.
ATTORNEY AND
COUNSELOR AT LAW
7 WILLOW STREET
ANNAPOLIS, MD 21401

3 TOASTERS
2 SINK UNITS
1 PEPSI MACHINE/ W COLD PLATE
1 JET SPRAY MACHINE
1 8' WORK TABLE
1 SLICER

DATE: 1-22-89

INVESTMENTS, INC.
PIKE RIDGE

WITNESS:

BY: 

ROBERT W. PROCTOR, PARTNER

UNIFORM COMMERCIAL CODE

Washington Law Reporter Form 1000
1625 Eye St., N.W., Washington, D.C. 20006

BOOK 529 PAGE 107

273572

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.☐ TO BE RECORDED IN
LAND RECORDSFor Filing Officer Use
File No. _____
Date & _____
Hour _____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
DIAMOND POINT PLAZA LIMITED PARTNERSHIP a Maryland limited partnership	514	No. Crain Hwy.	Glen Burnie, MD	21061

Name of Secured Party or assignee	No.	Street	City	State
Connecticut Bank and Trust Company, N.A.		One Constitution Plaza,	Hartford, CT	06115-1600

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Schedule 1 attached hereto for a description of the collateral.

RECORD FEE 34.00
POSTAGE .50
#303010 C345 R01 T14:19
07/01/88

(If affixed to realty—state value of each article)

CHECK ☒ THE LINES WHICH APPLY2. ☐ If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)3. ☒ If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If block system is maintained, state house number and street, if there be any, or block reference.

See Exhibit "A" attached hereto for a description of the real estate

4. ☒ Proceeds of collateral are also covered: ☒ Products of collateral are also covered:5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)	By: DIAMOND POINT PLAZA LIMITED PARTNERSHIP
	By: ORIOLE COMMERCIAL ASSOCIATES LIMITED PARTNERSHIP,
	ITS GENERAL PARTNER
<i>Edward M. Younger</i>	By: KONOVER MANAGEMENT CORPORATION, its General Partner
Edward M. Younger, President	(Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)Katherine Lambert, Esq.
Sorokin & Sorokin, P.C.
One Corporate Center
Hartford, CT 06103-3291
RETURN TO:

54-50

After recording, return to
William M. Hoffman, Jr.
Shaw and Blachar
8720 Georgia Avenue
Box 8725
Silver Spring, Maryland 20907

06. 29. 88 12:19 PM

P03

SCHEDULE 1

BOOK 529 PAGE 108

Debtor: Diamond Point Plaza Limited Partnership
Secured Party: The Connecticut Bank and Trust Company, N.A.
Date: June 29, 1988

All items normally considered fixtures now owned or hereafter acquired by Debtor of every kind, nature and description whatsoever, now or hereafter located on the premises described on Exhibit "A" attached hereto and made a part hereof, located in Baltimore, Maryland ("Premises"), or any part thereof, and used or usable in connection with any present or future occupancy of the Premises, or any part thereof, whether now owned or hereafter acquired by Debtor (hereinafter referred to as the "Building Equipment") including, but without limiting the generality of the foregoing, all heating, lighting, incinerating and power equipment; fuel storage tanks, loading racks and fuel meters, electric switch gear, engines, pipes, valves, pumps, tanks, motors, dynamos, boilers, bathtubs, water closets, conduits, switchboards; plumbing, lifting, cleaning, refrigerating, heating, ventilating, gas, electric and communications apparatus and equipment; air cooling and air conditioning apparatus; elevators, escalators, shades, venetian blinds, awnings, screens, storm doors and windows, attached signs, attached cabinets and benches, partitions, ducts and compressors; and vacuum cleaning systems, sprinkler systems, or other fire preventing or extinguishing equipment and materials.

EXHIBIT A

BOOK 529 PAGE 109

The following described lots and parcels, together with the buildings and improvements thereon:

Lot numbered One (1) and Parcels A, B, C, D, E, F, G, H, I, J and K in the subdivision known as and called "DIAMOND POINT PLAZA", as per plats thereof recorded among the Land Records of Baltimore County, Maryland, in Plat Book 57, Plats 126, 127 and 128 and containing a total of 38.751 acres; plus the land described in Exhibit "A-1" hereto.

DAFT-McCUNE-WALKER, INC.

200 East Pennsylvania Avenue
Towson, Maryland 21204
Telephone: 301-296-3233

EXHIBIT A-1

Land Planning Consultants
Landscape Architects
Engineers & Surveyors

Description

0.916 of an Acre Parcel, Being the Beds of Oriole Avenue, Katherine Avenue and Two Alleys, all in "Frankton", North of Eastern Avenue, West of Back River, Fifteenth Election District, Baltimore County, Maryland.

Beginning for the same at a concrete monument found on the east side of Oriole Avenue where it is intersected by the division line between Lots 1 and 25, Block 1, as shown on a plat entitled "Resurvey of Frankton" recorded among the Land Records of Baltimore County, Maryland in Plat Book W.P.C. 4, Page 93, thence leaving said division line and crossing Oriole Avenue, as now surveyed, with all courses in this description referring to the Grid Meridian established in the Baltimore County Metropolitan District, (1) North 79 degrees 09 minutes 57 seconds West 30.00 feet to the west side of Oriole Avenue aforesaid, thence running and binding on the west line of said Avenue as shown on said plat the three following courses and distances, viz: (2) North 11 degrees 05 minutes 21 seconds East 503.09 feet to a point on a fence line there situate, thence (3) North 14 degrees 10 minutes 01 second East 187.08 feet to an iron pipe found, and thence (4) North 25 degrees 43 minutes 02 seconds East 333.16 feet, passing over an iron pipe found at the end of 275.21 feet measured on said line from the beginning thereof, thence crossing Oriole Avenue, (5) South 64 degrees 16 minutes 58 seconds East 29.63 feet to intersect the first or North 32 degrees 08 minutes East 125 foot line of that land which by deed dated January 2, 1969 and recorded among the Land Records aforesaid in Liber O.T.G. 4952, Folio 529 was granted and conveyed by Florence Chopper, widow, to Charles J. Mirable

W. J. Mirable

and Carmella Mirable, his wife, said point being distant 0.18 feet measured reversely in a southwesterly direction from an iron pipe found at the end thereof, thence running and binding on the southeast side of Oriole Avenue aforesaid and also binding reversely on a part of said first line, (6) South 25 degrees 13 minutes 07 seconds West 124.94 feet, passing over an axle found at the end of 121.76 feet measured on said line from the beginning thereof, thence leaving the outlines of said deed and running and binding on the southeast side of Oriole Avenue aforesaid the four following courses and distances, viz: (7) South 25 degrees 26 minutes 02 seconds West 208.09 feet to a fence post there situate, thence binding on said fence (8) South 19 degrees 36 minutes 35 seconds West 29.00 feet to a fence post there situate, thence in part binding on said fence (9) South 12 degrees 49 minutes 35 seconds West 233.24 feet to the northwesternmost corner of Lot 23, Block 6 as shown on a plat entitled "Subdivision of Blocks 1 and 6, Frankton" recorded among the Land Records aforesaid in Plat Book W.P.C. 7, Page 23, thence continuing on the southeast side of Oriole Avenue and running and binding on the northwestern outlines of Lots 23 and 22 as shown on the lastly abovementioned plat, (10) South 11 degrees 22 minutes 49 seconds West 58.23 feet to intersect the northern line of a 15 foot alley there situate, thence leaving the southeastern side of Oriole Avenue aforesaid and running and binding on the northern side of said 15 foot alley, (11) North 70 degrees 27 minutes 32 seconds East 101.41 feet, thence crossing

W.H.H.

W.H.H. SUBDIVISION OF BLOCKS 1 AND 6, FRANKTON

said alley (12) South 05 degrees 44 minutes 53 seconds West 16.59 feet to a point on the southern side of said alley at the northeastern corner of Lot 6, Block 6 as shown on said plat, thence running and binding on the south side of said alley and also running and binding on the northern outline of said Lot 6, (13) South 70 degrees 27 minutes 32 seconds West 103.12 feet to intersect the southeastern side of Oriole Avenue aforesaid, thence leaving said 15 foot alley and running and binding on the southeastern side of Oriole Avenue, (14) South 10 degrees 50 minutes 03 seconds West 173.87 feet to intersect the northern side of Katherine Avenue there situate, thence leaving said southeastern side of Oriole Avenue and running and binding on the northern side of Katherine Avenue, (15) North 70 degrees 27 minutes 32 seconds East 120.17 feet, thence crossing Katherine Avenue (16) South 06 degrees 45 minutes 34 seconds East 40.61 feet to a point on the south side of Katherine Avenue, said point being at the northeasternmost corner of Lot 27, Block 1 as shown on said plat, thence running and binding on the south side of Katherine Avenue and also running and binding on the northern outlines of said Lot 27, (17) South 70 degrees 27 minutes 32 seconds West 109.91 feet to intersect the northeasternmost line of an alley there situate, thence leaving said south side of Katherine Avenue and running and binding on the southwestern outlines of said Lot 27 and also on the northeasternmost side of said alley, the two following courses and distances, viz: binding in part on a fence line there situate (18) South 65 degrees 10

1111

minutes 54 seconds East 28.76 feet to a fence post there situate, and thence (19) South 41 degrees 06 minutes 29 seconds East 139.57 feet to intersect the northern side of a 15 foot alley there situate as shown on the firstly abovementioned plat entitled "Resurvey of Frankton", thence leaving the outlines of Lot 27 aforesaid and running and binding on the northern side of said 15 foot alley, (20) South 70 degrees 27 minutes 12 seconds West 15.46 feet to the easternmost corner of Lot 26, Block 1, shown on said plat, thence leaving the northern side of said 15 foot alley and running and binding on the easternmost outlines of Lot 26 aforesaid and running and binding on the southwest outlines of the secondly abovementioned alley, the two following courses and distances, viz: (21) North 41 degrees 06 minutes 29 seconds West 133.29 feet, and thence (22) North 76 degrees 46 minutes 16 seconds West 41.50 feet to intersect the eastern side of Oriole Avenue aforesaid, thence leaving the southwest outlines of said alley and running and binding on the eastern side of Oriole Avenue, (23) South 10 degrees 50 minutes 03 seconds West 120.04 feet to the point of beginning.

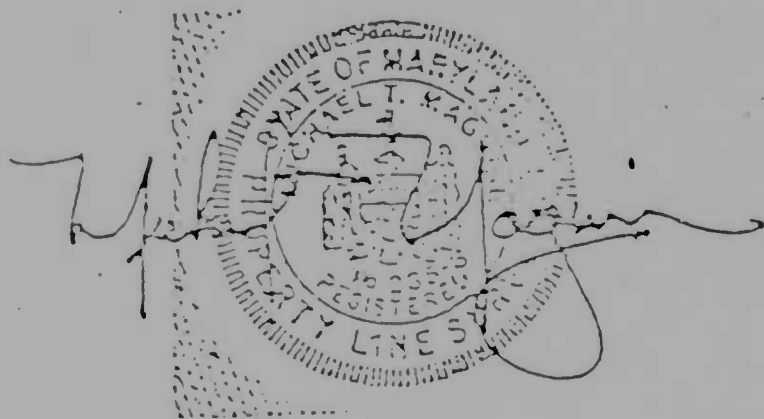
Containing 39,918 square feet or 0.916 acres of land, more or less, as surveyed in December, 1986 by Daft-McCune-Walker, Inc.

Being and comprising the beds of Oriole Avenue, Katherine Avenue and two alleys as now used, all as shown on two plats: one plat entitled "Resurvey of Frankton" and recorded among the Land Records of Baltimore

11/11/11

520 - 111

County, Maryland in Plat Book W.P.C. 4, Page 93, and one entitled
"Subdivision of Blocks 1 and 6, Frankton" and recorded among the Land
Records aforesaid in Plat Book W.P.C. 7, Page 23.



December 12, 1986

Our File No. 85122 (13: L85122.1)

Page 5 of 5

Handwritten signature

529-115

not used

7-1-88

NOT SUBJECT TO
RECORDATION TAX

273571

FINANCING STATEMENT

BOOK 529 PAGE 116

1. Name of Debtor: ARUNDEL PROPERTY INVESTORS
LIMITED PARTNERSHIP
Address: c/o William A. Scully
Meadows Management Corp.
235 Moore Street
Hackensack, New Jersey 07601
2. Name of Secured Party: MIDLANTIC NATIONAL BANK/NORTH
Address: One Garret Mountain Plaza
West Paterson, New Jersey 07509
3. This Financing Statement covers the following types (or items) of property:

(a) All machinery, apparatus, equipment, fittings, fixtures and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the property described in EXHIBIT A attached hereto and made a part hereof (hereinafter the "Trust Property"), or appurtenances thereto, and usable in connection with the present or future operation and occupancy of the Trust Property including but not limited to all appliances, furniture, radiators, heaters, engines, boilers, ovens, elevators, sinks, water closets, air conditioning, equipment, plumbing and heating fixtures and all replacements or substitutions for, or proceeds of, any of the foregoing; and all building equipment, materials and supplies of any nature whatsoever owned by Grantor, or in which Grantor has or shall have an interest, now or hereafter located upon the Trust Property including without limitation the property described in EXHIBIT B (hereinafter collectively referred to as the "Equipment"). The Trust Property is the same property which is the subject of a certain Consolidation Deed of Trust made by Arundel Property Investors Limited Partnership as Grantor and Midlantic National Bank/North as Beneficiary dated of even date herewith and to be recorded in the Land Records of Anne Arundel County, Maryland (hereinafter referred to as the "Consolidated Deed of Trust").

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Original Deed of Trust, as amended and restated, Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) and contracts of sale executed by the Debtor or any part or parcel of the described land and the improvements thereon located, whether said accounts receivable or contracts of sale are in existence or hereafter created and the proceeds thereof.

RECORD FEE 43.00
POSTAGE .50
EX-10359-0237-001 111:12
CK 07/05/88

(c) All rights, elections and options of Debtor, whether now owned or hereafter acquired, pursuant to the Lease Agreement dated November 23, 1970, from Louis E. Pumphrey, Jr., et al., as lessors, to Commercial & Industrial Properties, Inc., as the original lessee (the "Ground Lease"), a Memorandum of which is recorded among the Land Records of Anne Arundel County in Liber No. 2577, page 174, as the same has been heretofore modified by an Addendum dated February 26, 1973 and a Second Addendum dated December 27, 1984 and recorded among the Land Records of Anne Arundel County in Liber No. 3830, page 753, including the purchase-option rights contained in paragraph 4 of the Ground Lease.

43

(d) Proceeds of all collateral are covered.

4. Recordation tax on the principal sum of \$3,000,000 was paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Original Deed of Trust.

5. The record owner of the fee title to the real property designated as Parcels "A" and "B" on EXHIBIT B is Robert L. Pumphrey, et al. 529 PAGE 117

Debtor:

ARUNDEL PROPERTY INVESTORS
LIMITED PARTNERSHIP

Secured Party:

MIDLANTIC NATIONAL BANK/NORTH

By: Outlet Center Associates
Limited Partnership, A New
Jersey Limited Partnership,
General Partner

By:

Antonius P. DeYoungh
ANTONIUS P. DEYOUNGH
VICE PRESIDENT

By: Meadows Management Corp.,
General Partner

By: *W. A. Scully* (Seal)
WILLIAM A. SCULLY, President

Mr. Clerk: Return to Jeffer, Hartman, Hopkinson,
Vogel, Coomber & Peiffer
1600 Route 208 North
P.O. Box 507
Hawthorne, New Jersey 07507
ATTN: Gary D. Peiffer, Esq.

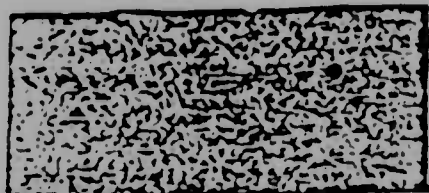
PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL
COUNTY AND WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION.

#2614C

EQUIPMENT OWNED BY JUVENILES EQUIPMENTS
LIMITED PARTNERSHIP

Site Furniture, benches and planters
 New seating arrangements: 8 benches, 4 ash trash
 10 Planters - 1 large planter - bench
 5 old Benches
 Eatery: Tables- 40; Chairs- 81
 Community Room: Tables- 8; Chairs- 57
 Miscellaneous office furniture: Maintenance Office, Community Affairs
 Miscellaneous Tools
 3 Fiberglass ladders (3'-6'-12')
 1 Wooden 12' ladder
 5 Rubbermaid trash hoppers
 6 snow shovels
 2 regular shovels
 1 Salt spreader
 1 Billy Goat Power Vacuum
 1 Papoose Vacuum
 2 Commercial type carpet vacuums
 19 Ash trash receptacles
 1 Floor buffing machine
 4 mop buckets with wringers
 4 dust mops
 6 wet mops
 Christmas Decorations
 Easter Decorations
 1 Handi Stacker
 2 Dolly Carts
 1 Janitor Cart
 1 Large movie screen in Community Room
 20' Aluminum Ladder
 4 Space heaters
 1 Pump Filtration System
 1 Wheelbarrow
 2 Wet Dry Vacs.
 5 Rubbermaid Trash Hoppers
 4 (10 gal.) Trash receptacles with lids
 23 (55 gal.) Trash receptacles with lids

EXHIBIT B



EVANS, HAGAN & HOLDEFER, INC.

ENGINEERS, LAND PLANNERS & SURVEYORS

8013 BELAIR ROAD / BALTIMORE, MD. 21236 (301) 668-1501

May 1, 1984

DESCRIPTION OF PORTION OF
JUMPERS EQUITIES LIMITED PARTNERSHIP PROPERTY
3RD ASSESSMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND
(PARCEL "A" 27.128 ACRE, MORE OR LESS - LEASEHOLD)

BALTIMORE
/ CARROLL COUNTY MD
/ GEORGE WASHINGTON RD
/ VERNAL FARM RD
/ ANN WILSON RD
/ GARDEN ROAD RD
/ KENNEDY ROAD RD

CAMBRIDGE
/ ANN STREET RD

LAUREL
/ ROCKY HILL RD

WESTMINSTER
/ KENNEDY RD
/ GARDEN ROAD RD

BEGINNING FOR THE SAME on the west side of Jumpers Hole Road as widened to 80 feet at the beginning of the land which by Memorandum of Lease dated February 26, 1973, and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. No. 2577, folio 174, was leased by Robert L. Pumphrey, et al, to Jumpers Mall Equities Limited Partnership, said place of beginning being situate South 06 degrees 13 minutes 55 seconds West 310.75 feet from the point formed by the intersection of said west side of Jumpers Hole Road with the southwest side of Ritchie Highway (MD Rte. 2), 150 feet wide, thence leaving said place of beginning and running and binding on said west side of Jumpers Hole Road and also binding on the 1st and 2nd lines and on a part of the 3rd line of said lease, referring all courses of this description to the Maryland Coordinate System, the three following courses and distances, viz: (1) South 06 degrees 13 minutes 55 seconds West 409.75 feet, thence (2) by a line curving to the left with a radius of 850.00 feet for a distance of 167.98 feet (the arc of said curve being subtended by a chord bearing South 00 degrees 34 minutes 14 seconds West 167.71 feet) and thence (3) South 05 degrees 05 minutes 13 seconds East 145.53 feet to the end of the 1st line of the land which by deed dated April 23, 1974, and

CAMBRIDGE
LAUREL
WESTMINSTER

330 POPLAR STREET
1032 WEST STREET
111 ANN STREET

CAMBRIDGE MD 21613
LAUREL MD 20707
WESTMINSTER MD

(301) 228-3350
(301) 792-6066

Jumpers Equities Limited Partnership
Parcel "A" 37.323 Acres
May 1, 1984
Page Two

529 PAGE 120

recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 2683, folio 806, was conveyed by Robert L. Pumphrey, et al, to Anne Arundel County, Maryland, thence leaving the west side of Jumpers Hole Road and running and binding on the north side of Hospital Drive, 80 feet wide, and also binding on the 2nd and 3rd lines of said deed the two following courses and distances, viz: (4) South 39 degrees 54 minutes 32 seconds West 21.21 feet, and thence (5) South 84 degrees 54 minutes 32 seconds West 151.79 feet to intersect the 4th line of the afore-said lease to Jumpers Mall Equities Limited Partnership, and to the northeast right of way line of the Annapolis and Baltimore Short Line Railroad, thence running and binding thereon and also binding on a part of the 4th line and on the 5th line of said lease, the two following courses and distances, viz: (6) northwesterly by a line curving to the right with a radius of 2,832.00 feet for a distance of 372.69 feet to the end thereof (the arc of said curve being subtended by a chord bearing North 37 degrees 46 minutes 46 seconds West 372.41 feet) and thence (7) North 34 degrees 00 minutes 34 seconds West 1,468.19 feet, thence running and binding on the 6th line of said lease (8) North 54 degrees 33 minutes 45 seconds East 832.57 feet to intersect the southwest side of Ritchie Highway, 150 feet wide, and thence running and binding on said southwest side of Ritchie Highway and also binding on the 7th line of said lease (9) South 35 degrees 23 minutes 44 seconds East 163.68 feet to the end of the 1st line of the land which by deed dated February 21, 1972, and recorded among the Land Records of Anne Arundel County in Liber M.S.R. No. 2531, folio 116, was conveyed by Commercial & Industrial Properties, Inc. to Jumpers Mall Equities Limited Partnership, thence leaving said southwest side of Ritchie Highway and running and binding on the 1st, 3rd and 4th lines of said 2nd hereinmentioned deed and also

Jumpers Equities Limited Partnership
Parcel "A" 27,328 Acres
May 1, 1964
Page Three

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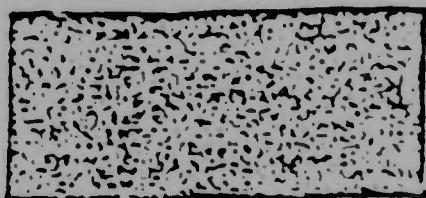
binding on the 8th, 9th and 10th lines of aforesaid lease the three following courses and distances, viz: (10) South 54 degrees 36 minutes 16 seconds West 200.00 feet, thence (11) South 35 degrees 23 minutes 44 seconds East 100.00 feet, and thence (12) North 54 degrees 36 minutes 16 seconds East 200.00 feet to the aforesaid southwest side of Ritchie Highway, thence running and binding thereon and also binding on the 11th line of said lease (13) South 35 degrees 23 minutes 44 seconds East 520.00 feet, thence leaving said southwest side of Ritchie Highway and running and binding on the 12th, 13th and 14 lines of said lease the three following courses and distances, viz: (14) South 54 degrees 43 minutes 55 seconds West 167.91 feet, thence (15) South 06 degrees 13 minutes 55 seconds West 305.63 feet, and thence (16) South 83 degrees 46 minutes 05 seconds East 200.00 feet to the place of beginning.

CONTAINING 27.328 acres of land, more or less being a portion of the land which by Memorandum of Lease dated February 26, 1973, and recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 1377, folio 174, was leased by Robert L. Pumphrey, et al, to Jumpers Mall Equities Limited Partnership.

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic reproduction.

529 122



EVANS, HAGAN & HOLDEFER, INC.

ENGINEERS, LAND PLANNERS & SURVEYORS

2013 BELAIR ROAD / BALTIMORE, MD. 21206 (301) 553-1501

May 1, 1984

BALTIMORE
CARROLL COUNTY
GEORGE W. HOLDEFER, JR.
MICHAEL F. HAGAN, P.E.
JIM HART, L.S.
GEORGE W. HOLDEFER, JR.
MICHAEL F. HAGAN, P.E.

DESCRIPTION OF PORTION OF JUMPERS EQUITIES LIMITED PARTNERSHIP PROPERTY 3RD ASSESSMENT DISTRICT ANNE ARUNDEL COUNTY, MARYLAND (PARCEL "B" 0.150 ACRE, MORE OR LESS - LEASEHOLD)

CAMBRIDGE
LAUREL

LAUREL
WASHINGTON

WASHINGTON
LAUREL
WASHINGTON

BEGINNING FOR THE SAME on the west side of Jumpers Hole Road as realigned and widened to 80 feet at a point on the 3rd line of the land which by lease dated February 26, 1973, and recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 2577, folio 174, was leased by Robert L. Pumphrey, et al, to Jumpers Hall Equities Limited Partnership, said place of beginning being situate at the beginning of the land which by deed dated April 23, 1974, and recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 2683, folio 806, was conveyed by Robert L. Pumphrey, et al, to Anne Arundel County, Maryland thence leaving said place of beginning and running and binding on said west side of Jumpers Hole Road and also binding on a part of the 3rd line of said lease, referring all courses of this description to the Maryland Coordinate System (1) South 05 degrees 05 minutes 23 seconds East 110.00 feet to the end of said 3rd line, thence leaving the west side of Jumpers Hole Road and running and binding on a part of the 4th line of said lease and also binding on the northeast right of way line of the Annapolis and Baltimore Short Line Railroad (2) northwesterly by a line curving to the right with a radius of 2,832.00 feet for a distance of 163.56 feet (the arc of said curve being subtended by a chord bearing North 45 degrees 14 minutes 27 seconds West 163.54 feet) to the

CAMBRIDGE
LAUREL
WASHINGTON

338 POPLAR STREET
1032 WEST STREET
100 JENKINS STREET

CAMBRIDGE MD 21013
LAUREL MD 20707
WASHINGTON DC 20001

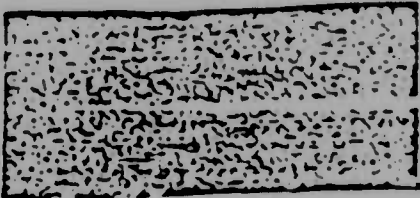
(301) 228-3350
(301) 272-6286
... ..

Jumpers Equities Limited Partnership
Parcel 131 0.132 Acre
May 1, 1984
Page 4

BOOK 529 PAGE 123

end of the 4th line of the aforesaid deed to Anne Arundel County, thence leaving the 4th line of aforesaid lease and running and binding on the south side of Hospital Drive, 60 feet wide, and also binding on the 5th and 6th lines of said deed to Anne Arundel County the two following courses and distances, viz: (3) North 84 degrees 54 minutes 33 seconds East 90.45 feet and thence (4) South 50 degrees 05 minutes 18 seconds East 21.21 feet to the place of beginning.

CONTAINING 0.132 acres of land more or less being a portion of the land which by Memorandum of Lease dated February 26, 1973, and recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 2377, folio 174, was leased by Robert L. Pumphrey, et al, to Jumpers Mall Equities Limited Partnership.



EVANS, HAGAN & HOLDEFER, INC.

ENGINEERS, LAND PLANNERS & SURVEYORS

8013 BELAIR ROAD / BALTIMORE, MD. 21236 (301) 568-1501

May 1, 1984

ALL RIGHTS RESERVED
 J. CARROLL HAGAN, P.E.
 GEORGE A. HOLDEFER, P.E.
 MICHAEL F. HAGAN, P.E.
 ALAN W. STEIN, P.E.
 STEPHEN J. HAGAN, P.E.
 ROBERT L. HAGAN, P.E.

DESCRIPTION OF PORTION OF
 JUMPERS EQUITIES LIMITED PARTNERSHIP PROPERTY
 3RD ASSESSMENT DISTRICT
 ANNE ARUNDEL COUNTY, MARYLAND
 (PARCEL "C" - 0.459 ACRE, MORE OR LESS)

ALL RIGHTS RESERVED
 J. CARROLL HAGAN, P.E.

ALL RIGHTS RESERVED
 J. CARROLL HAGAN, P.E.

ALL RIGHTS RESERVED
 J. CARROLL HAGAN, P.E.

BEGINNING FOR THE SAME on the southwest side of Ritchie Highway, 150 feet wide, at the beginning of the land which by deed dated September 21, 1972, and recorded among the Land records of Anne Arundel County in Liber M.S.H. No. 2811, folio 123, was conveyed by Commercial & Industrial Properties, Inc. to Jumpers Mall Equities Limited Partnership, said place of beginning being situate North 35 degrees 23 minutes 44 seconds West 661.87 feet measured on said southwest side of Ritchie Highway from the point formed by the intersection of said southwest side of Ritchie Highway with the west side of Jumpers Hole Road as widened to 90 feet, thence leaving said place of beginning and running and binding on said southwest side of Ritchie Highway and on the 1st line of said deed, and referring all courses of this description to the Maryland Coordinate System (1) North 35 degrees 23 minutes 44 seconds West 100.00 feet, thence leaving Ritchie Highway and running and binding on the 2nd, 3rd and 4th lines of said deed the three following courses and distances, viz: (2) South 54 degrees 36 minutes 16 seconds West 100.00 feet, thence (3) South 33 degrees 23 minutes 44 seconds East 100.00 feet and thence (4) North 54 degrees 36 minutes 16 seconds East 100.00 feet to the place of beginning.

CAMBRIDGE
 LAUREL
 WASHINGTON

538 POPLAR STREET
 1032 WEST STREET
 111 JOHN STREET

CAMBRIDGE MD 21613
 LAUREL MD 20737
 WASHINGTON DC 20004

(301) 328-3330
 (301) 992-6288
 (301) 992-6288

Jumpers Equities Limited Partnership
Parcel "C" 0.459 Acre
May 1, 1994
Page Two

BOOK 529 PAGE 125

CONTAINING 0.459 acres of land, more or less, being the same land which by deed dated September 21, 1972, and recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 1331, folio 225, was conveyed by Commercial & Industrial Properties, Inc. to Jumpers Mall Equities Limited Partnership.

RETURN TO:
TICOR TITLE INS. CO.
SUITE 1850 - 217 E. REDWOOD ST.
BALTO., MD 21202

273575

529 PAGE 126

FINANCING STATEMENT

File No.

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (OR ASSIGNOR) and Address(es) James E. Taylor 340 Bar Harbor Road Pasadena, Maryland 21122	2. a. SECURED PARTY (OR ASSIGNEE) and Address Gail Industries, Inc. 4300 Leed Avenue Baltimore, MD 21229-5402
	2. b. ASSIGNEE OF SECURED PARTY (if any) and Address RECORD FEE 11.00 RECORD TAX 52.50 POSTAGE .50

3. This Financing Statement covers the following types (or items) of property: All equipment used in the operation of T and T Racing Associates, Inc.

Steamers, buffers, vacuum cleaners and pressure washers.

#308630 C345 R01 T13#30
07/05/88
CK

(see attached sheet)

4. Proceeds and products of collateral are covered hereunder.

5. Number of additional sheets, if any, attached hereto: 1

6. This transaction (is) (is not) exempt from the recordation tax
Principal amount of debt initially incurred is: \$7,305.507. RETURN TO: Weinberg and Green (X)
100 South Charles Street, Baltimore, Maryland 21201

DEBTOR:

JAMES E. TAYLOR

(Type Name)

By: 

James E. Taylor

(Type Name and Title of Person Signing)

5/24, 1988
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.

11.50
52.50

All of Debtor's inventory, of every type or description, both now owned or hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business and all present and future substitutions thereof and additions thereto and all cash and non-cash proceeds (including insurance proceeds) and products thereof in any form whatsoever including all accounts, accounts receivable, contract rights, chattel paper and instruments generated from Debtor's sale or lease of the inventory.

All of Debtor's accounts, accounts receivable, contract rights, chattel paper, general intangibles, instruments and documents, both now owned or hereafter acquired and wherever located, together with all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to any of the foregoing, all cash and non-cash proceeds of the foregoing (including insurance proceeds), and all books and records relating thereto.

FINANCING STATEMENT

File No.

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) (OR ASSIGNOR) and Address(es)</p> <p>T and T Racing Associates, Inc. 340 Bar Harbor Road Pasadena, MD 21122</p>	<p>2. a. SECURED PARTY (OR ASSIGNEE) and Address</p> <p>Gail Industries, Inc. 4300 Leeds Avenue Baltimore, MD 21229-5402</p> <p>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</p>
---	--

RECORD FEE 11.00
RECORD TAX 52.50
POSTAGE .50

3. This Financing Statement covers the following types (or items) of property:

All equipment used in the operation of T and T Racing Associates, Inc.

Steamers, buffers, vacuum cleaners and pressure washers.

#303640 C345 R01 T13:30
07/05/88

CK

(see attached sheet)

4. Proceeds and products of collateral are covered hereunder.

5. Number of additional sheets, if any, attached hereto: 1

6. This transaction (is) (is not) exempt from the recordation tax
Principal amount of debt initially incurred is: \$7,305.50

7. RETURN TO: Weinberg and Green (X)
100 South Charles Street, Baltimore, Maryland 21201

DEBTOR:

T AND T RACING ASSOCIATES, INC.

(Type Name)

By: [Signature]

James E. Taylor, President

(Type Name and Title of Person Signing)

(Date Signed by Debtor)

5/24, 1988

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.

1160
50
50

All of Debtor's inventory, of every type or description, both now owned or hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business and all present and future substitutions thereof and additions thereto and all cash and non-cash proceeds (including insurance proceeds) and products thereof in any form whatsoever including all accounts, accounts receivable, contract rights, chattel paper and instruments generated from Debtor's sale or lease of the inventory.

All of Debtor's accounts, accounts receivable, contract rights, chattel paper, general intangibles, instruments and documents, both now owned or hereafter acquired and wherever located, together with all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to any of the foregoing, all cash and non-cash proceeds of the foregoing (including insurance proceeds), and all books and records relating thereto.

FINANCING STATEMENT

1. To Be Recorded in the Land Records.
2. X To Be Recorded among the Financing Statement Recordy.
3. X Not subject to Recordation Tax.
4. Subject to Recordation Tax on an initial debt in the principal amount of . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of .

5.	Debtor's Name	Address
	Champion Realty, Inc., a Maryland corporation	541-B Baltimore-Annapolis Boulevard Severna Park, MD 21146

6.	Secured Party	Address
	Second National Federal Savings Bank	P.O. Box 1767 Annapolis, MD 21404-1767

RECORD FEE 11.00
POSTAGE .50

4702730 C345 R01 T13:52
CK 07/05/86

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property, wherever located.

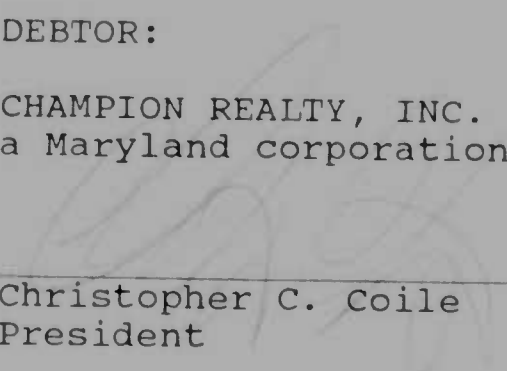
All of the equipment, furniture, leasehold improvements, and other tangible property of Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof, and (iv) all leases of any real property wheresoever located in which Debtor has an interest, to include but not necessarily limited to such property located at the following CHAMPTION REALTY, INC. office locations:

- a. 541-B Baltimore-Annapolis Bolulevard,
Severna Park, Maryland 21146

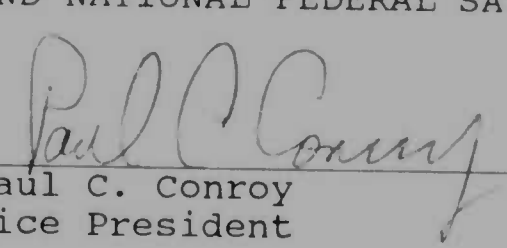
- b. 46 Mountain Road
Glen Burnie, Maryland 21061
- c. 2660 Riva Road
Suite 150
Annapolis, Maryland 21401
- d. 21 Kent Towne Market
Chester, Maryland 21619

DEBTOR:

CHAMPION REALTY, INC.
a Maryland corporation


Christopher C. Coile
President

SECOND NATIONAL FEDERAL SAVINGS BANK

By:  (SEAL)
Paul C. Conroy
Vice President

Date: May 16, 1988

Mr. Clerk: Please return to David S. Bruce, Esq., Blumenthal,
Wayson, Downs & Offutt, P.A., 121 West Street, P.O. Box 868,
Annapolis, Maryland 21404-0868.

a:sn41081.fs
snd1

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270573

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
does indicate amount of taxable debt here. \$ N/AIf this statement is to be recorded
in land records check here. ☐This financing statement dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Sharp Trucking Co., Inc.Address 4975 Muddy Creek Road West River, MD 20778

2. SECURED PARTY

Name Elliott Equipment Company, Inc.Address 327 N. Aurora Street Easton, MD 21601First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

First Interstate Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061RECORD FEE 41.00
#139480 0040 R03 714:11
07/05/88CHECK ☒ THE LINES WHICH APPLY6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real
estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to
be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Sharp Trucking Co., Inc.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

(Signature of Secured Party)

Type or Print Above Signature on Above Line

LARRY F. KIMMEL, ADMIN. V.P.

410

CONDITIONAL SALE CONTRACT NOTE

TO: Elliott Equipment Company, Inc.

FROM: Sharp Trucking Co., Inc.

327 N. Aurora Street Easton, MD 21601

4975 Muddy Creek Road West River, MD 20778

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) 1988 Peterbilt Model 379
Conventional Tractor, S/N
1XP5D29X8JN266004

(1) TIME SALES PRICE \$ 106,570.00

(2) Less DOWN PAYMENT IN CASH \$ 1,000.00

(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-

(4) CONTRACT PRICE (Time Balance) \$ 105,570.00

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 4975 Muddy Creek Road

West River, MD 20778

Record Owner of Real Estate: _____

*Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc.

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred five thousand five hundred seventy and 00/100 *****

Dollars (\$ 105,570.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 1st day of August, 19 88, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,759.50 and the final installment being in the amount of \$ 1,759.50

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: June 29 19 88Accepted Elliott Equipment Company, Inc. (SEAL)

(Print Name of Seller Here)

Sharp Trucking Co., Inc.

(SEAL)

(Print Name of Buyer-Maker Here)

By: Rain W. StallBy: Mary E. Sharp, Pres.

Co-Buyer-Maker:

(SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By: _____

This instrument prepared by _____

CAL 2XD(1-75)

2

(See Instructions on Reverse Side of Last Page)

© 1975 CREDIT ALLIANCE CORPORATION *

ORIGINAL FOR FILING-NON-NEGOTIABLE

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) _____ (L.S.)	_____ (L.S.) _____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)
_____ (L.S.) _____ (L.S.)	_____ (L.S.) _____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____	_____ (SEAL)
	(Corporate, Partnership or Trade Name or Individual Signature)
_____ (Witness)	By: _____
	(Signature: Title of Officer, "Partner" or "Proprietor")

ASSIGNMENT

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FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale

contract and/or lease and/or chattel mortgage (herein called "contract") dated June 29, 1983

between Elliott Equipment Company, Inc., as Seller/Lessor/Mortgagee,

and Stuart B. Glover, Esq., 1175 (New) South Street, West Haven, CT 06790

(Name)

(Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease to or mortgage of the Property by Obligor in the ordinary course of business and is the only agreement with respect thereto; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured (and will continue to be so) and we will fulfill our obligations to Obligor with respect to same; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. If any of our representations are or become untrue, we will immediately pay to FICAI the then unpaid balance outstanding under the contract without requiring FICAI to proceed against any person or property. **In consideration of FICAI accepting this assignment, we hereby designate and appoint Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as our true and lawful attorney-in-fact and agent for us and in our name, place and stead, to accept service of any process within the State of New York, FICAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected.** FICAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to FICAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in FICAI's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that FICAI shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon FICAI's request, pay to FICAI, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by FICAI in accordance with FICAI's usual procedures and will be such amount as will enable FICAI to receive, with respect to the contract, such rate of return as FICAI would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto FICAI any interest that we may have in the Property and/or any monies that FICAI may be holding for our account. Upon our execution hereof, we shall have no authority without FICAI's prior written consent to accept collections and/or repossess and/or consent to the return of the Property and/or modify the terms of the contract. **We agree to the exclusive venue and jurisdiction only of courts having situs within the State and County of New York for all actions, proceedings, claims, counterclaims and crossclaims relating to the contract and this Assignment.**

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned

hereby is \$ 105,570.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 29th day of June, 19 88

Elliott Equipment Company, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By: Stuart B. Glover

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICA-L-5-R1

273581

This FINANCING STATEMENT is presented to a filing office for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented	3 <input type="checkbox"/> The RECORD FEE filing office 11.00
1. Debtor(s) (Last Name First and Address(es))	2. Secured Party(ies) Name(s) and Address(es)	4. Filing Office	POSTAGE State, Date, Time, No. Filing Office #139490 0040 R03 715:36 07/05/89
WINDSOR THOMAS A. 2648 KONRAD MORGAN WAY LOTHIAN MD 20711	EAST LIVING, INC. 5400 SOUTHERN MARYLAND BLVD. LOTHIAN, MD 20711		CK
5. This Financing Statement covers the following type(s) of item(s) or property		6. Assignee(s) of Secured Party and Address(es)	
1979 HARLETTE -0- 14 X 70 SERIAL # FL427DFD00366 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT <input checked="" type="checkbox"/> Products of the Collateral are also covered		GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBRIDGE, VA 22194	
8. Describe the Real Estate Here:	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records	9. Name of a Record Owner	<input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like including oil and gas is on * *(Describe Real Estate in Item 8.)
No. & Street	Town or City	County	Section Block Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)		11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean	
<input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or		<input type="checkbox"/> Consignee(s) and Consignor(s) or	
<input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or		<input type="checkbox"/> Lessee(s) and Lessor(s)	
<input type="checkbox"/> as to which the filing has lapsed, or			
<input type="checkbox"/> already subject to a security interest in another jurisdiction			
<input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State			
WINDSOR THOMAS A. By <i>Thomas A. Windsor</i> Signature(s) of Debtor(s)		EAST LIVING, INC. By <i>Gary Bell</i> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked)	
(3/83) (1) FILING OFFICER COPY - NUMERICAL STANDARD FORM - FORM UCC-1 - Approved by Secretary of Commonwealth of Pennsylvania			

FINANCING STATEMENT

File No.

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code

1 DEBTOR(S) and Address(es) Chesapeake Sprinkler Company, Inc. 7221 Grayburn Drive Glen Burnie, Maryland 21061	2 SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Gloria Bloton Collateral Return to Secured Party
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3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

☒ A All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of sprinkler contracting (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

☐ B All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever

☐ C All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

☐ D All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever

☐ E Other

4. Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 63,000.00

DEBTOR:

SECURED PARTY:

SIGNET BANK/MARYLAND

Chesapeake Sprinkler Company, Inc.

(Type Name)

By:

James R. Anderson, Jr.

By:

Corporate Operating Officer

By:

Gerald A. Muccioli, Assistant Vice President

(Type Name)

June 29

19 88

(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and office any.

Md., Va., D.C., Pa.

and Office 11.00
RECORD TAX 441.00
POSTAGE .50
#139510 C040 R03 115:40
07/05/88

CK

A26054 .

10131

11.50

Q.Q.

529 PAGE 138

FINANCING STATEMENT FORM UCC-1

Identifying File No. 073500

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dexter Corporation - Mogul Division
Address 7310 Ritchie Highway Suite 411 Glen Burnie, Maryland 21061

2. SECURED PARTY

Name AEL Leasing Co., Inc.
Address P.O. Box 13428 Reading, PA 19612-3428

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Canon Copier with Auto Document Feeder
10 Bin Sorter
Cabinet

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Dexter Corporation-Mogul Division

RECORD FEE 11.00
POSTAGE .50
#139600 0040 R03 115:50
07/05/88
CK

(Signature of Debtor)
Theresa Lowe, Dist. Sect.

Type or Print Above Name on Above Line

AEL Leasing Co., Inc.

(Signature of Secured Party)
Shirley Camilli

(Signature of Debtor)
Shirley Camilli
Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

Power of Atty
(See Attached)

EQUIPMENT LEASE AGREEMENT

BOOK 529 PAGE 139

LEASE NUMBER <u>A-2605W</u>	COMMITMENT DATE <u>5-31-88</u>	RENTAL COMMENCEMENT DATE <u>5-31-88</u>
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TERMS AND CONDITIONS OF LEASE

Lessor hereby leases to Lessee and Lessee hereby leases and rents from Lessor, the personal property described below, or if separately scheduled, in the Schedule hereto annexed, marked Schedule "A" and made a part hereof, together with all replacement parts, repairs, additions, accessories, and systems incorporated therein and/or affixed and pertaining thereto (said personal property and other items herein collectively referred to as "Equipment") upon the following terms and conditions:

1. NO WARRANTIES BY LESSOR OR ANY ASSIGNEE OF LESSOR. LESSEE ACKNOWLEDGES THAT IT HAS SELECTED BOTH (A) THE EQUIPMENT LISTED BELOW AND (B) THE SUPPLIER NAMED BELOW FROM WHOM LESSOR IS TO PURCHASE SAID EQUIPMENT. IN THIS RESPECT, LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER OF SAID EQUIPMENT NOR THE AGENT OF SAID MANUFACTURER. LESSEE FURTHER ACKNOWLEDGES THAT LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO: (1) AS TO THE FITNESS, DESIGN, OR CONDITION OF THE EQUIPMENT, (2) AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, (3) AS TO THE QUALITY OR CAPACITY OF THE EQUIPMENT, THE MATERIALS IN THE EQUIPMENT, OR WORKMANSHIP IN THE EQUIPMENT, (4) AS TO ANY LATENT DEFECTS IN THE EQUIPMENT, (5) AS TO ANY PATENT, COPYRIGHT, OR TRADE SECRET INFRINGEMENT, AND (6) AS TO THE COMPLIANCE OF THE EQUIPMENT WITH ANY REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION, OR CONTRACT PERTAINING THERETO. LESSEE FURTHER ACKNOWLEDGES THAT IT IS LEASING SAID EQUIPMENT FROM LESSOR IN AN "AS IS" CONDITION AND THAT NO DEFECT OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE LESSEE OF LESSEE'S OBLIGATION TO PAY RENT OR ANY OTHER OBLIGATION LESSEE MAY HAVE TO LESSOR UNDER THE TERMS OF THIS LEASE. IT IS AGREED THAT LESSOR SHALL HAVE NO OBLIGATION TO INSTALL, ERECT, TEST, ADJUST, REPAIR, OR SERVICE THE AFORESAID EQUIPMENT. If the Equipment is not properly installed, does not operate as represented or warranted by the manufacturer or the supplier, or is unsatisfactory for any reason, Lessee shall make a claim on account thereof solely against the supplier or manufacturer and shall, nevertheless, pay Lessor all rent payable hereunder. As between Lessee and Lessor and only in those instances where the manufacturer and/or the Supplier of the Equipment has provided any warranty or guarantee of any nature whatsoever applicable to the Equipment, Lessor hereby assigns to Lessee whatever assignable interest Lessor may have in such warranty or guarantee. The aforesaid assignment shall not in any way be deemed to limit, negate, or otherwise affect the disclaimer of warranties contained in this paragraph, and Lessor shall not incur any duties arising out of any manufacturer's and/or any Supplier's warranties or guarantees. Further, Lessor shall not incur any liability whatsoever arising out of any breach of any manufacturer's and/or any Supplier's warranties or guarantees applicable to the Equipment.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE.

Lessee requests Lessor to purchase the below-described Equipment from supplier and to lease said Equipment to Lessee upon the terms and conditions of this Lease, and, upon written acceptance hereof signed at the Lessor's office by an authorized employee of Lessor, Lessor agrees to lease said Equipment to Lessee. The undersigned agree to all the terms and conditions of this Lease as set forth above and on the reverse side hereof.

EQUIPMENT

Quantity	Serial No.	Equipment Description (Mfg., Type, Model No.)
<u>1</u>	<u>CEM 02474</u>	<u>Cohon NP3525EF Copier with Auto Document Feeder Kit and Ten Bin Sorter, and Cabinet.</u>
Supplier Name <u>Copy Service, Inc.</u>		
Address <u>8905 Kelso Drive</u>		
City <u>Baltimore</u>	State <u>MD</u>	Zip <u>21221</u>
Contact _____	Telephone _____	

LEASE TERMS

INITIAL TERMS	
Amt. of Each Rental	\$ <u>180⁰⁰</u>
Tax on Rental	\$ <u>9⁰⁰</u>
Total Rental	\$ <u>189⁰⁰</u>
Rentals to be Made	Monthly <input checked="" type="checkbox"/>
in Advance: <u>Two</u>	Quarterly <input type="checkbox"/>
	Other _____
Initial Term (No. Months)	<u>36</u>
Initial Number of Rentals	<u>Full 36</u>
AFTER INITIAL TERM	
Annual Renewal Rental	\$ _____
Payable Annually	
in Advance	



- North East Region
☐ Flying Hills Corporate Center, No. 6
Reading, PA 19607 (215) 775-3134
- Special Services
☐ Nationwide Leasing
Flying Hills Corporate Center, No. 6
Reading, PA 19607 (215) 775-3134
- Mid East Region
☐ Building 800, 2275 Swallow Hill Road
Pittsburgh, PA 15220-1629 (412) 429-1000
- Mid West Region
☐ P.O. Box 17508, 224 Grandview Drive
Fort Mitchell, KY 41017 (606) 341-7444
- South East Region
☐ P.O. Box 25957, 5404 Cypress Center Drive
Tampa, FL 33609-1022 (813) 870-3161

Full Legal Name and Address of Lessee

Name The Dexter Corporation - Mogul Division
Address 480 B Hayden Station Rd.
City Windsor Locks County _____ State CT Zip 06095
Contact Stu McKenzi Telephone (203) 688-7278
Location of Equipment: (If other than at above address)
Street Address 7310 RITCHIE HWY. Suite 411
City BALTIMORE County BALTA State MD Zip 21061

AEL LEASING CO., INC. (LESSOR)

By _____

Title _____

NAME OF LESSEE

THE DEXTER CORPORATION - MOGUL DIVISION
BY Theresa A. Leve Title District Sec. Date 5/31/88

This is a non-cancellable lease for the term indicated.

PERSONAL GUARANTY

The undersigned Guarantor(s) do(es) hereby unconditionally and irrevocably guarantee the prompt and punctual payment when due to Lessor, whether by acceleration or otherwise, of any and all of the obligations and liabilities due or to become due to Lessor under the terms of the foregoing Lease, together with all attorney's fees, costs, and expenses of collection incurred by Lessor or its successors and assigns, in enforcing any of such obligations and liabilities.

All obligations and liabilities to which this Guarantee applies shall be conclusively presumed to have been created in reliance hereon and shall continue in full force and effect, notwithstanding any (a) change in rentals or other obligations under the Lease, (b) renewals, modifications, additions, or extensions thereto or extensions of time to perform any of the obligations thereunder; I (we) waive notice of any assignment by Lessor, of said Lease, and waive notice of any changes, renewals, modifications, additions, extensions or of any default by the Lessee thereunder. I (we) agree and consent to any assignment of this Guarantee, in which event it shall inure to the benefit of any such assignee with the same force and effect as though the said assignee was specifically named herein, and I (we) waive any notice of any such assignment.

No invalidity, irregularity, or unenforceability of all or any part of the obligations and liabilities hereby guaranteed or of any security therefore shall affect, impair, or be a defense to this Guarantee, and this Guarantee is a primary obligation of the undersigned, independent of the obligation of Lessee to Lessor. No action shall be required to be taken by Lessor against Lessee or any security therefor prior to Lessor pursuing its rights against the undersigned as guarantor.

This Guarantee shall be interpreted in accordance with the laws of (but not the law of conflict of laws of) the Commonwealth of Pennsylvania, and as part of the consideration for the execution of the aforementioned Lease by Lessor, I (we) agree that any and all actions or proceedings arising directly or indirectly from this Guarantee shall be litigated in courts having a situs within the Commonwealth of Pennsylvania and the undersigned Guarantor hereby consents to jurisdiction of any local, State, or Federal Court located within the Commonwealth of Pennsylvania.

By: _____

Signature _____

Date: _____

AEL - 65

2. NO ORAL AGREEMENT, GUARANTEE, PROMISE, CONDITION, REPRESENTATION OR OTHER ANY ORAL MODIFICATION HEREOF SHALL BE BINDING. ALL PRIOR CONVERSATIONS, AGREEMENTS, OR REPRESENTATIONS RELATED TO THIS LEASE OR TO THE EQUIPMENT HEREIN ABOVE REFERRED TO ARE INTEGRATED HEREIN. NONE OF THE TERMS OF THIS LEASE SHALL BE CHANGED OR MODIFIED EXCEPT IN WRITING EXECUTED BY THE LESSOR AND THE LESSEE.

3. SUPPLIER NOT AN AGENT. LESSEE UNDERSTANDS AND AGREES THAT NEITHER SUPPLIER NOR ANY SALESMAN OR OTHER AGENT OF SUPPLIER IS AN AGENT OF LESSOR. NO SALESMAN OR AGENT OF SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE AND NO REPRESENTATION AS TO EQUIPMENT OR ANY OTHER MATTER BY SUPPLIER SHALL IN ANY WAY AFFECT LESSEE'S DUTY TO PAY RENT AND PERFORM ITS OTHER OBLIGATIONS AS SET FORTH IN THIS LEASE. LESSEE UNDERSTANDS AND ACKNOWLEDGES THAT LESSOR IS NOT THE AGENT OF SUPPLIER.

4. NON CANCELLABLE LEASE. THIS LEASE CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN.

5. ORDERING EQUIPMENT. Lessor agrees to order the Equipment from supplier. Lessee agrees to arrange for delivery of Equipment so it can be accepted in accordance with Paragraphs hereof within 180 days after the date on which Lessor accepts Lessee's offer to enter into this Lease (which date Lessor is authorized to fill in above as "Commitment Date"). Lessee hereby authorizes Lessor to insert in this Lease the serial numbers, and other identification data of Equipment when determined by Lessor.

6. DELIVERY AND ACCEPTANCE. Lessee shall inspect the Equipment promptly after it is delivered to Lessee. Within five (5) days following the delivery of the Equipment to Lessee, Lessee shall furnish to Lessor a written statement setting forth (a) that (i) Lessee has fully inspected the Equipment, (ii) the Equipment is all of the Equipment referred to in this Lease, (iii) the Equipment is in good condition and repair, (iv) Lessee has accepted the Equipment, and (v) Lessee irrevocably approves the payment of the invoice of the Supplier pertaining to the Equipment, or (b) specifying any proper objection to the Equipment. ANY STATEMENT, WRITTEN OR ORAL, DELIVERED BY LESSEE TO LESSOR TO THE EFFECT THAT THE MATTERS SET FORTH IN SUBPARAGRAPH (a) OF THIS PARAGRAPH ARE TRUE AND CORRECT SHALL AS BETWEEN LESSOR AND LESSEE BE BINDING UPON AND IRREVOCABLE BY LESSEE AND MAY BE CONCLUSIVELY RELIED UPON BY LESSOR. Unless such statement is received by Lessor within such five (5) day period, Lessor may conclusively presume as between Lessor and Lessee that the matters set forth in Subparagraph (a) of this Paragraph are true and correct and that Lessee irrevocably approves the payment of the invoice pertaining to the Equipment or a portion thereof, as Lessor shall elect. Nothing contained in this Lease shall impose upon Lessor any duty of delivery of the Equipment or installation thereof or maintenance with respect thereto.

7. TERMINATION BY LESSOR. Lessor shall have the exclusive option to terminate this Lease and Lessor's obligations thereunder, if, within 180 days after "Commitment Date," Equipment has not been delivered to Lessee, or Lessee has not accepted Equipment as provided in paragraph 6 above. Said option may be exercised by giving Lessee written notice of termination pursuant to this paragraph any time within ten (10) business days after the expiration of said 180 day period.

8. TERM. The term of this Lease commences upon the date on which the Equipment is delivered to Lessee (whether or not accepted) and ends upon the expiration of the number of months specified above under "Initial Term of Lease" after the "Rental Commencement Date," shown above. Lessee hereby authorizes Lessor to insert in this Lease as said "Rental Commencement Date," the date upon which Equipment is delivered to Lessee or any later date selected by Lessor.

9. RENT. During the term of this Lease, Lessee agrees to pay rent equal to the "Amount of Each Rent Payment," multiplied by the "Number of Rental Payments," as indicated. The first rental payment shall be due on "Commitment Date," and shall be applicable to the rental period commencing on "Rental Commencement Date." Subsequent rental payments shall be due in advance on the same date each month (or other calendar period as indicated) thereafter. Rent shall be due whether or not Lessee has received any notice that such payments are due. All rent shall be paid to Lessor at Flying Hills Corporate Center, No. 6 Reading, PA 19607, unless otherwise directed in writing by Lessor. No portion of any rent payment shall be deemed to constitute payment for any equity interest in the Equipment.

10. USE, LESSEE COVENANTS AND REPRESENTS TO LESSOR THAT THE EQUIPMENT WILL BE USED EXCLUSIVELY FOR AGRICULTURAL BUSINESS, OR COMMERCIAL PURPOSES AND WILL NOT BE USED AT ANY TIME DURING THE TERM OF THIS LEASE FOR PERSONAL FAMILY OR HOUSEHOLD PURPOSES.

11. RENEWAL. Lessee shall have the option to renew this Lease on the terms and conditions hereof from year to year for a maximum period of twelve (12) years including the "Initial Term of Lease" set forth above it, and only if an amount is specified in the space "Renewal Rental" above. Lessee must give Lessor written notice of its intention to exercise said option together with payment of the "Renewal Rental" at least thirty (30) days before expiration of the Lease or any renewal term. Should Lessee fail to notify Lessor as indicated above or fail to return Equipment in accordance with paragraph 14 hereof, at Lessor's exclusive option this Lease may be continued on a month to month basis until thirty (30) days after Lessee returns Equipment to Lessor. In the event this Lease is continued on a month to month basis, Lessee shall pay Lessor rental in the same periodic amounts as indicated under "Initial Term" above.

12. LOCATION, LESSOR'S INSPECTION, LABELS. Equipment shall be delivered and thereafter kept at the location specified above or, if none is specified, at Lessee's address set forth above, and shall not be removed therefrom without Lessor's prior written consent. Lessor shall have the right to inspect Equipment at any reasonable time. If Lessor supplies Lessee with labels stating that Equipment is owned by Lessor, Lessee shall affix and keep same in a prominent place on each item of Equipment.

13. REPAIRS, USE, ALTERATIONS. Lessee, at its expense, shall keep Equipment in good working condition and repair and furnish all labor, parts, mechanisms and devices required therefor. Lessee shall use Equipment in a careful and lawful manner. Lessee shall not make any alterations, additions, or improvements to Equipment without Lessor's prior written consent. All additions, repairs, replacement parts, accessories, or improvements made to Equipment shall become a component part thereof and title thereto shall be immediately vested in Lessor and shall be included under the terms hereof. Any such additions, repairs, replacement parts, accessories or improvements made to Equipment shall not be removed without Lessor's prior written consent.

14. SURRENDER. At the expiration or other termination of this Lease or upon demand by Lessor made pursuant to Paragraph 22 hereof, Lessee, at its expense, shall immediately return Equipment in as good condition as received less normal wear, tear and depreciation, by delivering it packed and ready for shipment, to such place or on board such carrier as Lessor may specify.

15. LOSS OR DAMAGE. Lessee shall bear the entire risk of loss, theft, destruction or damage of Equipment or any portion thereof from any cause whatsoever if any Equipment is totally destroyed. The liability of Lessee to pay rent therefor may be discharged by paying the Lessor all the rent due and to become due thereon, plus any purchase option which would have been due if Lessee had retained the Equipment, less the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise for such loss or damage. Except as provided in the preceding sentence, the total or partial destruction of any Equipment, or total or partial loss of use or possession thereof by Lessee, shall not release or relieve Lessee from the duty to pay the rent herein provided. Lessor shall not be obligated to undertake, by litigation or otherwise, the collection of any claim against any person for loss or damage of the Equipment.

16. INSURANCE. Lessee shall, at its own expense, insure the Equipment at all times against all hazards requested by Lessor including but not limited to fire, theft, and extended coverage insurance, and such policies shall be payable to Lessor as its interest may appear. Such insurance shall be reasonably satisfactory to Lessor as to form, amount, and insurer and shall provide for at least ten (10) days written notice of cancellation to Lessor. Such insurance policies or certificates thereof shall be delivered by Lessee to Lessor. In addition, Lessee shall, at its own expense, carry occurrence type public liability insurance with respect to the Equipment and the use thereof in such amounts and with such insurers as are reasonably satisfactory to Lessor, and such insurance policies shall also name Lessor as an insured thereunder.

17. LIENS, TAXES. Lessee shall keep Equipment free and clear of all liens, claims, and encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges and taxes (local, state, and federal), which may now or hereafter be imposed upon or measured by the ownership, leasing, rental, sale, purchase, possession, or use of Equipment, excluding, however, all taxes on or measured by Lessor's net income, and (b) pay all such charges and taxes. In the event that Lessor shall elect to make and file any or all declarations and returns in connection with such charges and taxes to pay the same, then the Lessee shall reimburse the Lessor, upon demand of the Lessor, for any and all such charges and taxes applicable to the Equipment herein leased by Lessor to Lessee.

will also accept the certificate as valid at the time of audit review. Lessee is responsible for any future audit adjustment if the certificate is not accepted. Lessee agrees to reimburse Lessor for the amount of audit adjustment and the aggregate of tax, interest, and penalty, if a certificate is subsequently denied.

18. LESSOR'S PERFORMANCE OF LESSEE'S OBLIGATIONS. If Lessee fails to duly and properly perform any of its obligations under this Lease with respect to the Equipment, Lessor may (a) (i) option) perform any act or make any payment which Lessor deems necessary for the maintenance and preservation of the Equipment and Lessor's title thereto, including payment for satisfaction of liens, repairs, taxes, levies, and insurance and all sums so paid or incurred by Lessor, together with interest and any reasonable legal fees incurred by Lessor in connection therewith, shall be additional rent under this Lease and payable by Lessee to Lessor on demand. The performance of any act or payment by Lessor as aforesaid shall not be deemed a waiver or release of any obligation or default on the part of Lessee.

19. INDEMNITY. Lessee assumes the risk of liability arising from or pertaining to the possession, operation, or use of such leased Equipment. Lessee does hereby agree to indemnify, hold safe and harmless against, and defend Lessor from any and all claims, costs, expenses, damages, and liabilities arising from or pertaining to the use, possession, or operation of leased Equipment.

20. ASSIGNMENT, OFFSET. Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate, or otherwise dispose of this Lease, Equipment, or any interest therein, or (b) sublet or lend Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign this Lease and/or mortgage Equipment, in whole or in part, without notice to Lessee; however, if Lessee is given notice of such assignment, it agrees to acknowledge receipt thereof in writing. Each such assignee and/or mortgagee shall have all of the rights, but none of the obligations of Lessor under this Lease. Lessee shall not assert against assignee and/or mortgagee any defense, counterclaim, or offset that Lessee may have against Lessor. Subject to the terms and conditions of this Lease and provided Lessee duly performs its obligations hereunder, Lessor agrees not to interrupt Lessee's quiet enjoyment of the Equipment during the term of this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

21. SERVICE CHARGE AND INTEREST. If Lessee fails to pay when due any rent or other amount required herein to be paid to Lessor, Lessee shall pay to Lessor a service charge of five percent (5%) of each installment or part thereof for which said rent or other amount shall be delinquent, or \$2.50, whichever is greater, plus interest on such delinquent rent or other amount from the due date thereof until paid at the maximum rate allowed by law.

22. DEFAULT. (a) If Lessee fails to pay when due any rent payment or other amount required herein to be paid by Lessee, or if Lessee makes an assignment for the benefit of creditors, whether voluntary or involuntary, or if Lessee shall make a bulk transfer of any of its assets, or if Lessee discontinues its normal business operation for a period of ten (10) days or more, or if a petition is filed by or against Lessee under the Bankruptcy Code, or if Lessee shall otherwise default under any term of this agreement, or any other agreement with Lessor or any affiliate of Lessor, Lessor shall have the right to exercise any one or more of the following remedies in order to protect the interest and reasonably expected profits and bargains of Lessor: (i) Lessor may declare the entire amount of rent hereunder to be immediately due and payable as to any or all items of Equipment, without notice or demand to Lessee, and sue for and recover all of such rent, together with other payments then accrued or thereafter accruing, with respect to any or all items of Equipment; (ii) LESSOR MAY TAKE POSSESSION OF ANY OR ALL ITEMS OF EQUIPMENT, WHEREVER THE SAME MAY BE LOCATED, WITHOUT DEMAND OR NOTICE, WITHOUT ANY COURT ORDER OR OTHER PROCESS OF LAW, AND WITHOUT LIABILITY TO LESSEE FOR ANY DAMAGES OCCASIONED BY SUCH TAKING OF POSSESSION, AND IN REMOVING ALL SUCH EQUIPMENT, LESSOR MAY, IF PERMITTED BY LAW, USE ANY OF LESSEE'S LICENSES IN RESPECT TO ALL SUCH EQUIPMENT; (ANY SUCH TAKING OF POSSESSION SHALL NOT CONSTITUTE A TERMINATION OF THIS LEASE); (iii) Lessor may recover from Lessee, with respect to any and all items of Equipment that had been used and maintained as provided in this Lease and with or without repossessing the said Equipment, all rent payments and other amounts due and to become due, provided, however, that upon repossession or surrender of Equipment, Lessor shall sell, lease, or otherwise dispose of Equipment in a commercially reasonable manner with or without notice, on public or private bid, at Lessor's place of business, Flying Hills Corporate Center, No. 6 Reading, PA 19607, or at such other place as Lessor shall determine, and apply the net proceeds thereof (after deducting all expenses, including attorney's fees, incurred in connection therewith) to the sum of (i) and (ii) above; (iv) Lessor may pursue any other remedy at law or in equity; (b) If Lessee fails to perform any of the provisions under this Lease or any other agreement with Lessor, or Lessee makes a bulk transfer of furniture, furnishings, fixtures, or other equipment or inventory, Lessor shall have the right to exercise any remedy available at law or in equity, including but not limited to seeking damages or specific performance and/or obtaining an injunction; (c) No right or remedy herein conferred upon or reserved to Lessor is exclusive of any right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time, but Lessor shall not be entitled to recover a greater amount in damages than Lessor could have gained by receipt of Lessee's full, timely, and complete performance of its obligations pursuant to the terms of this Lease plus accrued service charges under Paragraph 21.

23. LESSOR'S EXPENSES. Lessee shall pay Lessor all costs and expenses, including reasonable attorney's fees, the fees of collection agencies, and other expenses such as telephone and telegraph charges incurred by Lessor in enforcing any of the terms, conditions, or provisions hereof.

24. OWNERSHIP, PERSONAL PROPERTY. Equipment is, and shall at all times remain, the property of Lessor, and Lessee shall have no right, title, or interest therein or thereto except as expressly set forth in this Lease. Equipment is, and shall at all times be and remain personal property, notwithstanding that Equipment or any part thereof may not be or hereafter become in any manner affixed or attached to real property or any building thereon. This Lease and all items of Equipment are intended by Lessor and Lessee to be isolated from the Pennsylvania Assembled Industrial Plant Doctrine.

25. NOTICES. Service of all notices under this Lease shall be sufficient if given personally or mailed to the party involved at its respective address set forth above, or at such other addresses as said party may provide in writing from time to time. Any such notice mailed to said address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

26. SECURITY DEPOSIT. When the within Lease provides for security deposit, Lessor may, but shall not be obliged to, apply the security deposit to cure any default of Lessee hereunder in which event Lessee shall promptly restore the security deposit to the full amount specified above. Lessee hereby grants Lessor a security interest in any security deposit.

27. SEVERABILITY. If any provision of this Lease or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of this Lease and the application of such provision to other parties or circumstances will not be affected thereby and to this end the provisions of this Lease are declared severable.

28. AMENDMENTS AND WAIVERS. This Lease and any Schedules thereto executed by both Lessee and Lessor constitute the entire agreement between Lessee and Lessor with respect to the Equipment which is the subject matter of this Lease. No expressed or implied waiver by Lessor of any event of default hereunder shall in any way be or be construed to be a waiver of any future or subsequent event of default whether similar in kind or otherwise.

29. MISCELLANEOUS. No provision of this Lease can be waived except by the written consent of Lessor. Lessee shall provide Lessor with such corporate resolutions, opinions of counsel, financial statements, UCC-1 Financing Statements, and other documents as Lessor shall request from time to time. If more than one Lessee is named in this Lease, the liability of each shall be joint and several. Titles to the paragraphs of this Lease are solely for convenience and are not intended for interpretation of construction of this Lease. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Lessee agrees that any actions or proceedings to which Lessor is a party arising directly or indirectly from this Lease, shall be litigated in any state or federal court having situs within the Commonwealth of Pennsylvania, and that said court shall have jurisdiction thereof.

30. FILING. Lessee hereby authorizes Lessor, at Lessee's expense, to cause this lease, or any statement, or other instrument in respect of this lease showing the interest of Lessor in the equipment, including Uniform Commercial Code Financing Statements, to be filed or recorded, and relied and re-recorded, and grants Lessor the right to execute Lessee's name thereto as Lessee's attorney in fact.

5-29 Pgt 140

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

<input type="checkbox"/> TO BE	} RECORDED IN LAND RECORDS	<input type="checkbox"/> SUBJECT TO	} RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 20,000.00
<input checked="" type="checkbox"/> NOT TO BE		<input checked="" type="checkbox"/> NOT SUBJECT TO	

FINANCING STATEMENT

1. Debtor(s):

Oliver Mason
Name or Names—Print or Type

Tiger's Eye Gift Shop, Holiday Inn, Riva Road, Annapolis,
Address—Street No., City - County State Zip Code
Anne Arundel County, MD 21401

Name or Names—Print or Type
Address—Street No., City - County State Zip Code

2. Secured Party: ~

Tiger's Eye Jewelry Company and Sedgwick & Tu Binh D. Tourison,
Name or Names—Print or Type as Trustees

161 Main Street, Annapolis, Anne Arundel County, MD 21401
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). All equipment, trade fixtures, furniture, lease rights, leasehold improvements, goodwill, trade name, and other assets used in the business known as Tiger's Eye Gift Shop, Holiday Inn, Riva Road, Annapolis, Anne Arundel County, Maryland 21401.

4. If above described personal property is to be affixed to real property, describe real property.

N/A

RECORD FEE 11.00
POSTAGE .50
#139610 0040 R03 T15:51
07/05/88

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☐ are ☒ are not covered.

DEBTOR(S):

Oliver Mason
(Signature of Debtor)

Oliver Mason
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

Tu Binh D. Tourison
(Signature of Secured Party)

Tiger's Eye Jewelry Company
(Company, if applicable)

Tu Binh D. Tourison
(Signature of Secured Party)

Binh Tourison
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address S. Kennon Scott, Hartman and Crain, 2660 Riva Road, 4th Floor
Annapolis, Maryland 21401

FINANCING STATEMENT FORM UCC-1

529

PAGE

142

Identifying File No.

273583

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 6-28-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SKC Inc. T/A The Canopy

Address 5 Vernon Ave., Glen Burnie, Md. 21061

2. SECURED PARTY

Name HOBART CORPORATION

Address World Headquarters Troy, Ohio 45374

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One(1)A-200-1 Mixer, Bowl, Dough Hook
One(1) VS9-12 Veg. Slicer, Shg. 12, Plate Holder, 5/16" Shredder Plate

Annapolis # 133706

CONDITIONAL SALES CONTRACT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50
#139700 0040 R03 116:07
07/05/88

CK

Alice J. Grigsby Attorney in Fact
(Signature of Debtor) Alice J. Grigsby
SKC Inc. T/A The Canopy

Type or Print Above Name on Above Line

Alice J. Grigsby Attorney in Fact
(Signature of Debtor) Alice J. Grigsby
SKC Inc T/A The Canopy

Type or Print Above Signature on Above Line

HOBART CORPORATION
(Signature of Secured Party)

Type or Print Above Signature on Above Line

UCC-1 STATE OF MARYLAND

270559

529 143

4. <input type="checkbox"/> Filed for record in the real estate records	5. <input type="checkbox"/> Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented
1. Debtor(s) (Last Name First) and address(es) PARK 'N GO, INC. 790 Camp Meade Road Linthicum, MD 21090	2. Secured Party(ies) and address(es) FIRST INTERSTATE CREDIT ALLIANCE, INC. P.O. Box 715 Maitland, FL 32751-0715	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #139650 0040 R03 J15:58 07/05/89 CK

7. This financing statement covers the following types (or items) of property:

"ALL MACHINERY INVENTORY, EQUIPMENT, GOODS AND ACCOUNTS RECEIVABLES AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT AND / OR IN ANY SCHEDULE PREPARED IN CONNECTION THEREWITH. THIS UCC FORM TOGETHER WITH THE ATTACHED SECURITY AGREEMENT AND / OR SCHEDULE ARE BEING SUBMITTED FOR FILING HEREWITH AS A FINANCING STATEMENT."

ANNE ARUNDEL COUNTY

☐ Products of Collateral are also covered.

1999F-C-09-C6149-0 ~~COMMERCIAL CODE COURT - BALTIMORE COUNTY~~

Whichever is
Applicable
(See Instruction
Number 9)

FIRST INTERSTATE CREDIT ALLIANCE, INC.

PARK 'N GO, INC.

James B. Blum
Secured Party

by *John R. Bone, V.P.*
DEBTOR

Filing Officer Copy - Alphabetical
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

Rev Jan 1989 *1130* Forms may be purchased from Pobbbs & Warren, Inc., Boston, Mass. 02101

529 143 -A
SCHEDULE "A"

This schedule is attached to and becomes part of Security Agreement, Conditional Sales Contract, Chattel Mortgage, Lease or _____ dated January 13, 1988 between the undersigned.

QUANTITY	DESCRIPTION OF PROPERTY (Indicate Whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
4	1988 Ford Vans	E350	1FDJE34H1JHB4 7935 1FDJE34H3JHB4 7936 1FDJE34H5JHB4 7937 1FDJE34H7JHB4 7938
3	DTK Computers	DATA1000	712098 801034 801033
3	Samsung Monitors	SM12SFA7	8744210712 8743199875 8744210722
3	BTC Keyboards	BTC-5060XT	71217532 71217535 71217533

This schedule is hereby verified correct and undersigned Purchaser(s), Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Secured Party/Seller/Mortgagee/Lessor:

FIRST INTERSTATE CREDIT ALLIANCE, INC.

By:

FICA-L-28

Debtor/Purchaser/Mortgagor/Lessee:

PARK 'N GO, INC.

By:

STATE OF MARYLAND
FINANCING STATEMENT 800. 529 PAGE 144 Identifying File No. 273590
FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here. \$

If this statement is to be recorded
in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Charles C. Hawes
Address 27 Wilelinor Drive Edgewater, MD 21037

2. SECURED PARTY

Name Suit & Wells Equipment Co., Inc.
Address 6300 Crain Highway Upper Marlboro, MD 20772
J.I. Case Credit Corp. 5790 Widewater Parkway Syracuse, NY 13214

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1 Case Model 1845C Uniloader #JAF0016856
1 Eager Beaver Model AP10 Trailer
VIN. 1120AP207JS050339

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#139740 0040 R03 116:26
07/05/88

CK

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☐ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)

Assignee(s) of Secured Party and
Address(es)

J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
Syracuse, N.Y. 13214

(Signature of Debtor)

Charles C. Hawes

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Suit & Wells Equipment Co., Inc.

Type or Print Above Signature on Above Line

MARYLAND FINANCING STATEMENT

273591

(xx) Not Subject to Recordation Tax (C/S/C)

BOOK 529 PAGE 145

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE American Glass Co., Inc. (American Glass Co., Inc.)
308 Legron Avenue, Baltimore, MD 21201
 (Name or Names)
 (Address)

LESSEE
 (Name or Names)
 (Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Chesapeake Federal Savings & Loan Association
 (Name or Names)
2001 E. Joppa Road Baltimore, MD 21234
 (Address)

4. This financing Statement covers the following types (or items) of property:

(1) Toshiba Products

RECORD FEE 11.00
 POSTAGE .50
 #139750 0040 R03 116:29
 07/05/88
 CK

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
 Products of Collateral are also covered Yes () No (xx)

LESSEE
American Glass Co., Inc.
 By: Ronald S. Lambert Ronald S. Lambert
President Pres. (Title)
 (Type or print name of person signing)
 By: Ronald S. Lambert President
 (Title)
 (Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
 By: Brian G. Connelly Mgr.
Brian G. Connelly (Title)
 (Type or print name of person signing)
 Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
 8767 SATYR HILL ROAD
 BALTIMORE, MD 21234

11.00
 .50

MARYLAND FINANCING STATEMENT

(xx) Not Subject to Recordation Tax (C/S/C) 270392

800 529 PAGE 146

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Concrete Placing Services of Maryland, Inc.
 708 N. Crain Hwy. (Name or Names) Glen Burnie, Maryland 21061
 (Address)

LESSEE
 (Name or Names)
 (Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
 8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any)
 of LESSOR
 (Name or Names)
 (Address)

4. This financing Statement covers the following types (or items) of property:

1 -CASE W.J.B. Trailer Pump Model P104
 1 - CASE W.J.B. Trailer Pump Medel 336

RECORD FEE 11.00
 POSTAGE .50
 #139760 0040 R03 116:29
 07/05/88

CK

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
 Products of Collateral are also covered Yes () No (xx)

LESSEE LESSOR
 Concrete Placing Services of Maryland, Inc. CHESAPEAKE INDUSTRIAL LEASING CO., INC.
 By: William J. Brown PRES (Title) By: Brian G. Connolly - Mgr (Title)
 (Type or print name of person signing) (Type or print name of person signing)
 By: (Title) Return to:
 (Type or print name of person signing)

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐This financing statement Dated June 29, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD
21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated July 1, 1988, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # SAL-260880 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated June 29, 1988 between Assignor and Assignee:

1 (one) Heil 1040 Cubic Foot Superjet Drybulk Trailer - S/N 1HLS3M7F5J7T01079

RECORD FEE 11.00
POSTAGE .50CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate) CK#158360 1043 R04 T16-70
07/05/88☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

(Signature of Debtor)

Frank J. Sarro, III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, President

Type or Print Above Name on Above Line

Filed with Anne Arundel County

11/23

1462

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

RECORD FEE 11.00

Address 7711 Quarterfield Road

POSTAGE .00

Glen Burnie, MD 21061

#140070 0040 R04 71061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

CK

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 6/23/88, Schedule # 01, dated 6/23/88 between Assignor as Lessor and LEASE ACCOUNT # 832608 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated June 29, 1988 between Assignor and Assignee:

- (1) One Used 1977 Harris HRB-2MS Baler S/N 1414
- (1) One Used Williams XL70 100 HP Shredder
- (1) One Used Mayfran Conveyor Complete S/N 803-034 - 8' wide, 20' lower, 19' incline
- (1) One Used Mayfran Conveyor Frame w/Driver, S/N 734-2691 - 8' wide, 23' lower, 21' incline
- (92') Mayfran Belting, Part 6250T-96-4-603-3

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

X3 (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

[Signature]
(Signature of Debtor)

Frank J. Sarro, III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

[Signature]
(Signature of Secured Party)

William J. Ottey, President

Type or Print Above Name on Above Line

Filed with Anne Arundel County

11/03

1461

IMPORTANT - Read instructions on back before filling out form.

This STATEMENT is presented to a filing Office for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

3 ☐ The Debtor is a transmitting utility.

1 Debtor(s) (Last Name First) and Address(es)

OPTIC GRAPHICS, INC.
101 DOVER ROAD
GLEN BURNIE, MARYLAND 21061

2 Secured Party(ies) Name(s) and Address(es)

THE PHILADELPHIA NATIONAL BANK
THE WORLD TRADE CENTER, SUITE
1332
BALTIMORE, MARYLAND 21202

4 For Filing Office Use Only: Filing Office

BOOK 529 PAGE 149

5 This statement refers to original Financing Statement No. 249915 L468 P 71 filed (date) 11/21/83

CLERK OF CIRCUIT COURT;
ANNE ARUNDEL COUNTY

6 ☐ A Continuation The original Financing Statement bearing the above file number is still effective.

☐ B Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.

PARTIAL ☒ C Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following

PARTIAL RELEASE ON: HANTSCHO FOUR UNIT PRINTING PRESS S/N AU 45, AU 46, AU47, AU 48

☐ D Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.

☐ E Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)

☐ F This statement is to be indexed in the Real Estate Records.

THE PHILADELPHIA NATIONAL BANK

By _____ Signature(s) of Debtor(s) (only on amendment)

By Valerie J. Miller Signature(s) of Secured Party(ies)

(1) FILING OFFICE COPY - NUMERICAL

(3/83)

STANDARD FORM—FORM UCC 3—Approved by Secretary of Commonwealth of Pennsylvania

RECORD FEE 10.00
POSTAGE .30
#188740 0040 604 T16137
07/05/00

12/1/83

1000

529-150

not used

7-5-88

IMPORTANT - Read instructions on back before filling out form.

This STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

529 PAGE 151

1 Debtor(s) (Last Name First) and Address(es)

OPTIC GRAPHICS, INC.
101 DOVER ROAD
GLEN BURNIE, MARYLAND 21061

2 Secured Party(ies) Name(s) and Address(es)

THE PHILADELPHIA NATIONAL BANK
P.O. BOX 7618
PHILADELPHIA, PA 19101

3 ☐ The Debtor is a transmitting utility

4 For Filing Office: Date, Time, No. Filing Office

ID# 258693 L 490 PAGE 278

5 This statement refers to original Financing Statement No.

filed (date)

10/2/85 with

CLERK OF CIRCUIT COURT:
ANNE ARUNDEL COUNTY

6 ☐ A Continuation The original Financing Statement bearing the above file number is still effective

☐ B Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number

PARTIAL ☒ C Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following

PARTIAL RELEASE ON: HANTSCHO FOUR UNIT PRINTING PRESS S/N AU 45, AU 46, AU 47, AU 48

☐ D Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below

☐ E Amendment The Financing Statement bearing the above file number is amended as set forth below (Signature of Debtor and Secured Party is Required)

☐ F This statement is to be indexed in the Real Estate Records

THE PHILADELPHIA NATIONAL BANK

By _____ Signature(s) of Debtor(s) (only on amendment)

By *Valerie J. Villalobos* Signature(s) of Secured Party(ies)

(1) FILING OFFICE COPY - NUMERICAL

(3/83)

STANDARD FORM - FORM UCC 3 - Approved by Secretary of Commonwealth of Pennsylvania

RECORD FEE

10.00

POSTAGE

.00

#160760 0040 R05 T16434

07/05/08

RNM

100

STATE OF MARYLAND *Anne Arundel*

BOOK 529 PAGE 152

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 511 FOLIO 211 ON Apr. 30, 1987 (DATE)

1. DEBTOR

Name The Firestone Tire & Rubber Company, as Lessee
1200 Firestone Parkway
Address Akron, Ohio 44317 Attn: Secretary

2. SECURED PARTY

Name The First National Bank of Chicago
Address One First National Plaza, Chicago, Illinois 60670

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒ XXX
(Indicate whether amendment, termination, etc.)

Termination

The First National Bank of Chicago is the secured party of record by virtue of an assignment from Firestone Equipment Leasing Company, Inc.

PLEASE RETURN TO:

Sara W. MacDonell
Jones, Day, Reavis & Pogue
1900 Huntington Center
41 South High Street
Columbus, Ohio 43215

RECORD FEE 10.00
POSTAGE .50
#139870 0040 R03 716:46
07/05/88

Dated June 28, 1988

Robert L. Jackson, Vice Pres.

The First National Bank of Chicago
(Signature of Secured Party)

Robert L. Jackson
Type or Print Above Name on Above Line

STATE OF MARYLAND

Anne Arundel County

BOOK 529 PAGE 153

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 511 FOLIO 210 ON Apr. 30, 1987 (DATE)

1. DEBTOR

Name Firestone Equipment Leasing Company, Inc.

Address 225 Franklin Street, Boston, Massachusetts 02110
Attn: Louise Colby, V.P.

2. SECURED PARTY

Name The First National Bank of Chicago

Address One First National Plaza, Chicago, Illinois 60670

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒ XX
(Indicate whether amendment, termination, etc.)

Termination

PLEASE RETURN TO:

Sara W. MacDonell
Jones, Day, Reavis & Pogue
1900 Huntington Center
41 South High Street
Columbus, Ohio 43215

RHM

RECORD FEE 10.00
POSTAGE .50
#139940 0040 R03 T16:47
07/05/88

Dated June 28, 1988

James C. Boldt, Vice Pres.

The First National Bank of Chicago
(Signature of Secured Party)James C. Boldt
Type or Print Above Name on Above Line

STATE OF MARYLAND
BOOK 529 PAGE 154
FINANCING STATEMENT FORM UCC-1 Identifying File No. 273600

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

GENERAL ELEVATOR COMPANY, INC.
Name
601 NURSERY ROAD, LINTHICUM HEIGHTS, MD 21090
Address

2. SECURED PARTY

AMPLICON, INC. FED.ID. #95-3162444
Name
2020 E. First St., Suite 401
Address
Santa Ana, CA 92705

Person And Address To Whom Statement Is To Be Returned If Different From Above.
2A. GENERAL ELECTRIC CAPITAL CORPORATION, P.O. BOX 6199, ORANGE, CA 92613

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

RE: SCHEDULE 15 (PA) TO LEASE #OL-1776 (MD) DATED: MARCH 13, 1987

Name and address of Assignee

- 01 IBM MODEL 30 WITH 20 MEGA BYTE HARD DISK
- 01 IBM MONOCHROME DISPLAY
- 01 PRO PRINTER XL 24
- 01 DOS 3.3
- 01 WORD PERFECT 4.2
- 01 LOTUS 1-2-3
- 01 HAYES SMART MODEM 2400
- 02 CABLES

NOT SUBJECT TO RECORDATION TAX.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☐ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)

RECEIVED

JUN 17 1988

RECORD FEE 11.00
POSTAGE .50
#139950 0040 R03 716:48
07/05/88

CK

(Signature of Debtor)
GENERAL ELEVATOR COMPANY, INC.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

INFOSEARCHED
P.O. Box 2587
Sacramento, CA 95814

(Signature of Secured Party)
AMPLICON, INC.

Type or Print Above Signature on Above Line

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 529

PAGE 155

Identifying File No. 873691

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name AMPLICON, INC. FED.ID. #95-3162444
Address 2020 EAST FIRST STREET, SUITE 401, SANTA ANA, CA 92705

2. SECURED PARTY

Name GENERAL ELECTRIC CAPITAL CORPORATION FED.ID. #95-3162444
Address POST OFFICE BOX 6199
ORANGE, CA 92613

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

RE: GENERAL ELEVATOR COMPANY, INCORPORATED--SCHEDULE 15(PA) TO LEASE #QL-1776 (MO) DATED: MARCH 13,

"EQUIPMENT MORE FULLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF."

"INCLUDING ALL ACCESSIONS, ADDITIONS, REPLACEMENTS, SUBSTITUTIONS AND IMPROVEMENTS THERETO AND THEREFOR, AND ALL PROCEEDS (INCLUDING INSURANCE PROCEEDS) OF AND FROM SAID EQUIPMENT."

NOT SUBJECT TO RECORDATION TAX.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

RECORD FEE 11.00
POSTAGE .50
#139960 0040 R03 T16:49
07/05/88

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECEIVED

JUN 17 1988

V.E.F.D.

☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

INFOSEARCH, INC.
P.O. Box 2587
Sacramento, CA 95814

(Signature of Secured Party)

Type GENERAL ELECTRIC CAPITAL CORPORATION

INFOSEARCH, INC.
Toll Free (800) 222-2248 (CA) or (800) 222-2246 (Nationwide)
P.O. Box 2587
Sacramento, California 95812
Account # 50518
NATIONWIDE SPECIALISTS IN
PUBLIC INFORMATION & DOCUMENT FILING

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- ☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax. Principal Amount is \$ 750,000.00
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR
Attman's Delicatessen at Marley
Station Joint Venture
(Name)
Marley Station Mall
7900 Ritchie Highway
Glen Burnie, Maryland 21061
(Address)

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
Attn Marc Tohir
(Name of Loan Officer)
18 West Street
(Address)
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

ALL ASSETS

RECORD FEE 12.00
POSTAGE 1.50
44-0000-0777 204 111-35
07/06/10
CK

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

Attman, Inc. DEBTOR (OR ASSIGNOR)
LJA BY: [Signature], Pres.
B-More, Inc. BY: [Signature], Pres.
SA (Signature)
Leonard J. Attman/Seymour Attman
(Print or Type Name)

SECURED PARTY (OR ASSIGNEE)
(Seal)
(Seal)
(Signature)
(Print or Type Name)

RECORDATION TAX CERTIFICATE

The undersigned hereby certifies that the books and records of
Attman's Delicatessen at Marley Station Joint Venture ("Debtor")

show the following values for property which secures a total debt of

\$ 750,000.00 to The First National Bank of Maryland.
 (A)

\$ 88,000.00 Value of inventory, contract rights and
 (X) other exempt property

\$ 662,000.00 Total value of all property covered by
 (Y) financing statement

(X) + (Y) = 13.3 %
 (B)

Therefore, the amount of debt exempt from recordation tax is computed as follows, in accordance with the advice of the Maryland Attorney General's Office:

\$ 750,000.00 x 13.3 % = \$ 99,750.00
 (A) (B) (C)

and the total amount of debt subject to tax upon the filing of financing statements submitted herewith, is \$ 650,250.00.

(\$ 750,000.00 - \$ 99,750.00)
 (A) (C)

Attman's Delicatessen at Marley Station
Joint Venture
 (Name of Debtor)

Attmar, Inc.

By: X [Signature] (SEAL)
Leonard J. Attman, President

B-More, Inc.

By: X [Signature] (Seal)
Seymour Attman, President

Date: December 31, 1987

273633

500 529 PAGE 158

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code		3. Maturity date (if any)
1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
Bill Bratten 9101 Guilford Road 7310 Light House Columbia, MD 21046 SU 405 Glenn Burnie, MD 21061	CompuWorld International 2251 Grand Avenue Ft. Myers, FL 33901	
4. This financing statement covers the following types (or items) of property: (1) Mortgage Consultant Proprietary Software Program, In The IBM Version.		5. Assignee(s) of Secured Party and Address(es)
		RECORD FEE 11.00 POSTAGE .50 #304600 C345 R01 T13:30 OK 07/06/88
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.		Filed with
Check <input checked="" type="checkbox"/> if covered. <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented.		

By X Bill Bratten Signature(s) of Debtor(s) Title _____
By Shela D. Davis Signature(s) of Secured Party(ies) Title _____
115 STANDARD FORM - FORM UCC-1.

273601

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE: Mid Atlantic Wood Preservers, Inc.
(Name or Names)

P.O. Box 58 Shipley Ave., Harmans, MD 21077
(Address)

LESSEE: _____
(Name or Names)

(Address)

2. LESSOR: MCCALL HANDLING CO.
3900 VERO ROAD, BALTIMORE, MARYLAND 21227

3. ASSIGNEE (if any) of LESSOR: Mercantile Safe-Deposit & Trust Co.
Two Hopkins Plaza
P.O. Box 1451
Baltimore, MD 21203

RECORD FEE 11.00
POSTAGE .50

4. This financing Statement covers the following types (or items) of property: 713:32
(1) Hyster Model H165H
Serial Number C007D03117J
07/06/88
CK

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE

LESSOR

Mid Atlantic Wood Preservers, Inc.

MCCALL HANDLING CO.

By: Bernard Liedman
(Title)

By: Janet L. Kuhn
(Title)

(Type or print name of person signing) (Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return to: MCCALL HANDLING CO.
3900 VERO ROAD
BALTIMORE, MARYLAND 21227

MARYLAND FINANCING STATEMENT

529 PAGE 160

273375

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE: Mid Atlantic Wood Preservers, Inc.
(Name or Names)

P.O. Box 58 Shipley Ave., Harmans, MD 21077
(Address)

LESSEE: _____
(Name or Names)

(Address)

2. LESSOR: MCCALL HANDLING CO.
3900 VERO ROAD, BALTIMORE, MARYLAND 21227

3. ASSIGNEE (if any) Mercantile Safe-Deposit & Trust Co.
of LESSOR: Two Hopkins Plaza
P.O. Box 1451
Baltimore, MD 21203

4. This financing Statement covers the following types (or items) of property: RECORD FEE 11.00

(1) Hyster Model H150H
Serial Number C007D03114J

POSTAGE .50

#304620 0345 R01 T13:32

07/06/88

CK

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE

LESSOR

Mid Atlantic Wood Preservers, Inc.

MCCALL HANDLING CO.

By: Bernard L. Lieberman
(Title)

By: Janet L. Kuhn, Sec. Treas.
(Title)

(Type or print name of person signing) (Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return to: MCCALL HANDLING CO.
3900 VERO ROAD
BALTIMORE, MARYLAND 21227

273506

BOOK 529 PAGE 161

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded
in land records check here ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Timothy A. PerryAddress 106 Deale Road Tracy's Landing Maryland 20779

2. SECURED PARTY

Name John Deere CompanyAddress P.O.Box 65090 West Des Moines, Iowa 50265-0090

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) December-15, 1891

4. This financing statement covers the following types (or items) of property: (list)

1- Used 4400 Combine- serial # 00000252697

1- Used 215 15 ft. Flex Platform 00000277076H

RECORD FEE 11.00

#304640 C345 R01 T13:36

07/06/88

CK

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

POSTAGE .50

Timothy A. Perry
(Signature of Debtor)

Timothy A Perry

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

John Deere Co.
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11-52

273507

500 529 PAGE 162

FINANCING STATEMENT

1 ☒ To Be Recorded in the Land Records at Anne Arundel County
 2 ☐ To Be Recorded among the Financing Records at _____
 3 ☐ Not subject to Recordation Tax
 4 ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 11,000.00
 certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County
 5 Debtor(s) Name(s): _____ Address(es): _____

RECORD FEE 11.00
 RECORD TAX 77.00

The Debtor(s) _____
 PAYEE .50

#304550 C345 R01 T13:37

07/06/88

Berne, Edelstein, Illewellyn, PA

1667 Crofton Centre
Crofton, MD 21114

CK

6 Secured Party: Maryland National Bank

Address: Department: _____

Post Office Box 987, Mailstop 500188

Attention: Kevin McCann

Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☐ A. *Inventory*: All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*: All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ C. *Accounts*: All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*: All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*: All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment*: All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Specific Equipment*: All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*: All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8 ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

See Schedule A

Debtor: _____

Secured Party: Maryland National Bank

By: Alan M. Berne, DDS-President (Seal)By: Kevin P. McCann (Seal)By: Kevin P. McCann, DB, Pres (Seal)Kevin P. McCann - Comm. Banking Officer
Type name and title

MARYLAND NATIONAL BANK

11-
77-
2

MARYLAND NATIONAL BANK
(Secured Party or Beneficiary)

SCHEDULE A

This is the Schedule A to

- ☐ a deed of trust
☐ an indemnity deed of trust
☐ a security agreement
☒ a financing statement
☐

BOOK 529 PAGE 163

dated June 29, 1988, and executed by
Berne, Edelstein, Llewellyn, P.A.

("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s).

Property Description (continued):

ADEC Excellence Operatory Chair
Model 6300
Serial # D856891

GRANTOR/DEBTOR

By Alan M. Berne DDS (SEAL)

Name: Alan M. Berne, DDS

Title: President

GRANTOR/DEBTOR

By Kevin P. McCann (SEAL)

Name: Kevin P. McCann

Title: Commercial Banking Officer

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203.

File No. _____
 Record Reference:
 Liber..... Folio.....

FINANCING STATEMENT

Not subject to Recordation Tax. To Be Recorded in The Land Records
 (For Fixtures Only).
 XX Subject to Recordation Tax on prin-
 cipal amount of \$ 22,500.00

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

Name of DebtorAddress

RICHARD'S PET SERVICES, INC.

1139 Annapolis Road
 Odenton, MD 21113

RECORD FEE 11.00

RECORD TAX 157.50

POSTAGE .50

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK
 Fourth and Main Streets
 Laurel, Maryland 20707

#304670 C345 R01 T13:38

07/06/88

CK

to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collateral): All of Borrower's furniture, fixtures, machinery, and equipment and all replacements thereof and additions or attachments thereto, and all Borrower's accounts receivable, contract rights and inventory, now owned or hereafter acquired, and the proceeds and products thereof.

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

5. XX Proceeds) of the collateral are also specifically covered.
 XX Products)

DebtorSecured Party (Assignee)

RICHARD'S PET SERVICES, INC.

THE CITIZENS NATIONAL BANK

By: Richard N. Harmon
 Richard N. Harmon, President

By: Marilyn F. Horton
 Marilyn F. Horton
 Assistant Vice President

By: Sharon L. Harmon
 Sharon L. Harmon, Vice Pres., Sec/Treas

Type or print all names and
 titles under signatures.

157.50
 50

273609

BOOK 529 PAGE 165

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any):

1. Debtor(s) (Last Name, First) and address(es):

Mr. & Mrs. Patrick Dallosta
106 Edgemere Drive
Annapolis, MD 21403

2. Secured Party(ies) and address(es):

McNew Bouchal Inc.
P.O. Box 277
Edgewater, MD 21037

For Filing Officer (Date, Time, Number, and Filing Office):

4. This financing statement covers the following types (or items) of property:

Conditional sales contract, no subject to tax.

106 Edgemere Drive
Annapolis, MD 21403

Mark 89 water conditioner located at the address listed here.

RECORD FEE 12.00

5. Assignee(s) of Secured Party and Address(es):
H304690 C345 R01 T13#4
Security Pacific
Financial Services, Inc.
30 E. Padonia Rd #207
Timonium, MD 21093This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)☐ already subject to a security interest in another jurisdiction when it was brought into this state☐ which is proceeds of the original collateral described above in which a security interest was perfectedCheck ☒ if covered; ☐ Proceeds of Collateral are also covered; ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Anne Arundel

By Patrick Dallosta
Signature(s) of Debtor(s)By McNew Bouchal, Inc.
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

273610

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 13,600.00

If this statement is to be recorded in land records check here: ☐

This financing statement Dated 6/1/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Patriot Air Freight, Inc.
Address P. O. Box 8659, BWI Baltimore, Maryland 21240

2. SECURED PARTY

Name Mercantile-Safe Deposit & Trust Company
Address 409 Washington Avenue
Towson, Maryland 21204, Attention: Mark C. Wagner
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) June 1, 1992

4. This financing statement covers the following types (or items) of property: (list)

- IBM Computer System
- 1) 208 A/B UDS 4800 Modem
 - 1) 5363-P10 Processor (IBM/65MB)
 - 1) Processor Expansion 2600
 - 1) Bisynchronous Communications 2610
 - 1) System Support SS6
 - 1) Utilities UT6
 - 1) 8210 IBM Printer
 - 1) 5291-002 IBM Terminal (used)

RECORD FEE 11.00

RECORD TAX 98.00

POSTAGE .50

#304730 0345 R01 T13:45

07/06/88

CK

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Patriot Air Freight, Inc.

K. Hooper Goldsborough
(Signature of Debtor)

K. Hooper Goldsborough

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mark C. Wagner
(Signature of Secured Party)Mark C. Wagner, Vice President
Type or Print Above Signature on Above Line

45-98-50

529 PAGE 167

278511

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es):

Roy E. Mason
326 Ferndale Road
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es):

TBC Financial Services, Inc.
103 Springer Bldg., Concord Plaza
3411 Silverside Blvd.
Wilmington, DE 19810

For Filing Officer (Date, Time,
Number, and Filing Office)

4. This financing statement covers the following type(s) of property:

All of Debtor's right, title and interest to certain Distribution Rights (the exclusive right to sell and distribute products manufactured and/or distributed by Tastykake, Inc.) as evidenced by a Bill of Sale and Distributor's Agreement granted to Debtor by Tastykake, Inc., Philadelphia, Pennsylvania, which rights are located primarily in the County of ANNE ARUNDEL

5. Assignee(s) of Secured Party and
Address(es):

Not subject to recordation tax

RECORD FEE 11.00

POSTAGE .50

#304740 0345 R01 T13:46

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

Filed with:

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected.

CK

07/06/88

Check ☒ if covered. ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented.

By:

Roy E. Mason
Signature(s) of Debtor(s)

Title

By:

[Signature]
Signature(s) of Secured Party(ies)

Asst. Treas.

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

11
K

BOOK 529 PAGE 168

273612

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3. Maturity date (if any)

1. Debtor(s) (Last Name First) and address(es)

Dong-Woo Yoo
8226 Pioneer Circle
Severn, MD 21144

2. Secured Party(ies) and address(es)

TBC Financial Services, Inc.
103 Springer Bldg., Concord Plaza
3411 Silverside Blvd.
Wilmington, DE 19810

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property

All of Debtor's right, title and interest to certain Distribution Rights (the exclusive right to sell and distribute products manufactured and/or distributed by Tastykake, Inc.) as evidenced by a Bill of Sale and Distributor's Agreement granted to Debtor by Tastykake, Inc., Philadelphia, Pennsylvania, which rights are located primarily in the County of ANNE ARUNDEL

5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 11.00

POSTAGE .50

#304150 L345 R01 T13147

07/06/88

CK

Not subject to recordation tax

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

Filed with

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected.

Check ☒ if covered ☐ Proceeds of Collateral are also covered ☐ Products of Collateral are also covered No. of additional Sheets presented

By

Signature(s) of Debtor(s)

Title

By

Signature(s) of Secured Party(ies)

Asst. Treas.

Title

(1) Filing Officer Copy (Alphabetical)

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

11-
52

529 PAGE 169

273613

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name SIGNET BANK/MARYLAND
Address 7 St. Paul Street, 5th Floor
Baltimore, MD 21203
Person And Address To Whom Statement Is To Be Returned If Different From Above.

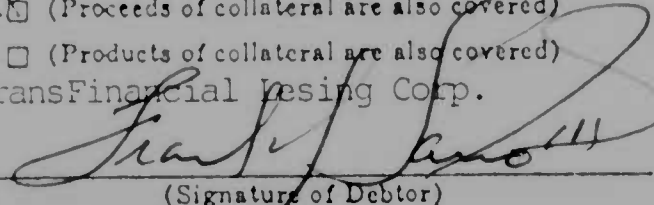
3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to Signet Bank/MD of certain lease payments under certain True Lease Assignment dated 3/25/88, Schedule # 03, dated 6/8/88 between Assignor as Lessor and LEASE ACCOUNT # 852308 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee and Assignee per a Non-Recourse Assignment of Rents dated June 27, 1988 between Assignor and Assignee:

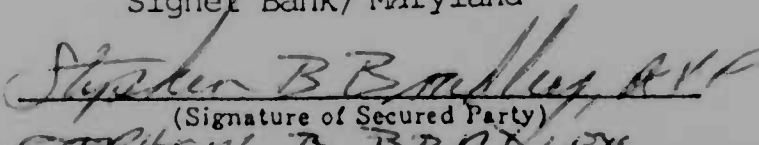
- (1) One Victor Auto 10H Automatic Horizontal Bandsaw
220/60/3

CHECK ☒ THE LINES WHICH APPLY

- 5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)
RECORD FEE 11.00
POSTAGE .50
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
#304800 0345 R01 T13:50
07/06/88

☒ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)
TransFinancial Leasing Corp.

(Signature of Debtor)
Frank J. Sarro, III, President
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Signet Bank/ Maryland

(Signature of Secured Party)
STEPHEN B. BRADLEY
John S. Tuccitto, V.P.
Type or Print Above Name on Above Line

Filed with State of Maryland

529 PAGE 170

FINANCING STATEMENT FORM UCC-1

Identifying File No. 8-2341

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name SIGNET BANK/MARYLAND
Address 7 St. Paul Street, 5th Floor
Baltimore, MD 21203RECORD FEE 11.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 4/30/89 4345 R01 T13#50

4. This financing statement covers the following types (or items) of property: (list)

CK 07/06/88

To secure assignment to Signet Bank/MD of certain lease payments under certain True Lease Assignment dated 3/25/88, Schedule # 02, dated 4/26/88 between Assignor as Lessor and LEASE ACCOUNT # 852308 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee and Assignee per a Non-Recourse Assignment of Rents dated June 27, 1988 between Assignor and Assignee:

(1) One Mori Seiki MV Jr. Machining Center S/N 2152

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarro, III
(Signature of Debtor)Frank J. Sarro, III, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signet Bank/ Maryland

Stephen B. Bradley, AVP
(Signature of Secured Party)STEPHEN B. BRADLEY AVP
Type or Print Above Name on Above Line

Filed with Anne Arundel County

500 529 PAGE 171

FINANCING STATEMENT FORM UCC-1

Identifying File No. 77045

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name SIGNET BANK/MARYLAND RECORD FEE 11.00
Address 7 St. Paul Street, 5th Floor POSTAGE .50
Baltimore, MD 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above. #304780 C345 R01 T1349
07/06/88

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Signet Bank/MD of certain lease payments under certain True Lease Assignment dated 3/25/88, Schedule # 01, dated 4/26/88 between Assignor as Lessor and LEASE ACCOUNT # 852308 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee and Assignee per a Non-Recourse Assignment of Rents dated June 27, 1988 between Assignor and Assignee: CKG

(1) One Mori Seiki SL-15 Lathe S/N 172

CHECK ☐ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signet Bank/ Maryland

Stephen B. Bradley, RVP
(Signature of Secured Party)

STEPHEN B. BRADLEY, RVP
Type or Print Above Name on Above Line

Filed with Anne Arundel County

STATE OF MARYLAND 172

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Sylvan Pools

Address 10895 Annapolis Junction Road

2. SECURED PARTY

Name AT&T

Address 123 Market Place 7th Floor

Baltimore, MD 21202

RECORD FEE 11.00
H169810 CTTT R04 T15+30
01/06/00

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

The Merlin II Communications
System and all related
equipment -

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

[Signature]
(Signature of Debtor)

RICHARD FLIPPIN GEN. MGR.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

DENISE ST JOHN
Type or Print Above Signature on Above Line

11

529-173

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273623

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KT&F, Inc.
Address 40 MD RT 3 North Millersville, MD 21108

2. SECURED PARTY

Name Randolph M. Vaillancourt
Address 129 Jackpine Dr. Pasadena, MD 21122

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)
Accounts Receivable, Inventory, Equipment and all other Assets, whether now owned or hereafter acquired.

RECORD FILE 11:00
#168650 5777 NOV 11 1983
07/06/00

CK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Rony Natanzon

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Randolph M. Vaillancourt

Type or Print Above Signature on Above Line

273821

BOOK 529 PAGE 174

This FINANCIAL STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented	7 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First and Address(es))	2 Secured Party(ies) Name(s) and Address(es)	4 For Filing Office Date, Time, No. Filing Office	
CUMMINGS MARTIN J. CUMMINGS MARY L. CLARK ROAD JESSUP MD 20794	VIRGINIA MOBILE HOMES, INC. 9720 LEE HWY. FAIRFAX, VIRGINIA 22031	RECORD FEE 12.00 #145620 CTTT R04 T15:31 07/06/88 CK	
5 This Financing Statement covers the following types (or items) of property:		6 Assignee(s) of Secured Party and Address(es)	
1988 SCHULT HOMESTEAD 14 X 70 SERIAL # 18695ED AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT.		GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBIDGE, VA 22194	
8 Describe Real Estate Here:	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records	9 Name of a Record Owner	
No. & Street	Town or City	County	Section Block Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected; or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction; <input type="checkbox"/> when the Collateral was brought into this State; or <input type="checkbox"/> when the Debtor's location was changed to this State		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s) or <input type="checkbox"/> Lessee(s) and Lessor(s)	
CUMMINGS MARTIN J.	CUMMINGS MARY L.	VIRGINIA MOBILE HOMES, INC.	
By <i>Cumings Martin J. Cummings</i>	By <i>Hersell Martin - Per.</i>	Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)	
(3/83) 12 STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania			

BOOK 529 PAGE 175

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 466

Page No. 269

Identification No. 249253

Dated October 6, 1983

1. Debtor(s) Thomas E. Stuehler
Jeannette K. Stuehler
Name or Names—Print or Type
3107 Erdman Avenue, Baltimore, Maryland 21213
Address—Street No., City - County State Zip Code

2. Secured Party Maryland National Bank
10 Light Street, Baltimore, Maryland 21202
Name or Names—Print or Type
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

RECORD FEE 10.00

POSTAGE .50

4. Check Applicable Statement:

#305440 C345 R01 T10434

07/07/88

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

Dated: JUNE 17, 1988

Maryland National Bank

Name of Secured Party

Signature of Secured Party

PHILIP M. HENDRIX
Type or Print (Include Title if Company)

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 Rev. 2-84

529 PAGE 176

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 256506 recorded in
Liber: 484, Folio 515 on 4/26/85 at Anne Arundal County
Date Location

1. DEBTOR(S): Thomas E. & Jeannette Stuehler

Name(s) T/A La Fontaine Bleu Catering

Address(es) 3107 Erdman Ave., Baltimore, MD. 21213

2. SECURED PARTY:

Name Maryland National Bank

Address 7474 Greenway Center Drive, Suite 1200
Greenbelt, Maryland 20770

Person and Address to whom Statement is to be returned if different from above.

Philip M. Hendrix

RECORD FEE 10.00

POSTAGE .50

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

#305430 C245 R01 T10433

07/07/88

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.

4. ☒ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. ☐ AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

SECURED PARTY

Maryland National Bank

By Philip M. Hendrix

Philip M. Hendrix

(Type, Name and Title)

Assistant Vice President

DEBTOR(S)

(Necessary only if Item 6 is applicable)

Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

FINANCING STATEMENT

Chattel

273327
BOOK 529 PAGE 177

1. ☒ To be Recorded in the Records of Anne Arundel County.
2. ☐ To be Recorded among the Financing Statement Records of Howard County.
3. ☒ Not subject to Recordation Tax. See Exhibit B.
4. ☐ Subject to Recordation Tax.

5. Debtor Name and Address:

Thomas E. Stuehler
Jeannette K. Stuehler
t/a La Fontaine Bleu Catering
190 Penrod Court
Glen Burnie, MD 21061

6. Secured Party: Maryland National Bank
Attention: Philip Hendrix
Address: 7474 Greenway Center Drive
Suite 1200
Greenbelt, MD 20770

RECORD FEE 15.00
POSTAGE .50
#305420 C345 R01 T10433
CK 07/07/88

7. This Financing Statement covers the following property and all cash and non-cash proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) Inventory. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located including, without limitation, raw materials, all materials usable or consumed in Debtor's business, all present and future substitutions thereof and additions thereto and all proceeds and products thereof in any form whatsoever.

(b) Accounts. All of the Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, all money due or to become due Debtor, and the books and records relating to, and the proceeds of, the foregoing in any form whatsoever.

(c) Equipment. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions, and replacements) including, but not limited to, that which is described in any separate schedule attached hereto or at any time delivered by the Debtor to the Secured Party, and all proceeds thereof in any form whatsoever.

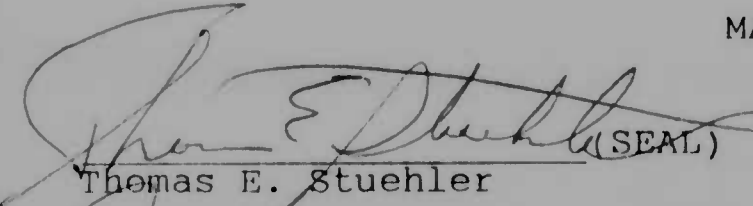
(d) Furniture and Fixtures. All of Debtor's furniture and fixtures (including all present and future additions, attachments, substitutions and replacements) including, but not limited to, that which is described in any separate schedule attached hereto or at any time delivered by the Debtor to the Secured Party, and all proceeds thereof in any form whatsoever.

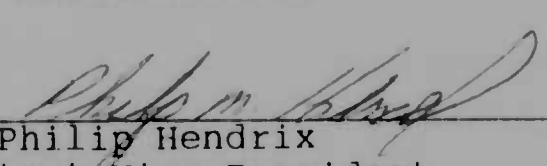
(e) Leasehold Improvements. All leasehold improvements now existing or hereinafter existing in any of the properties described in the Exhibit A attached hereto together with all leasehold improvements now or hereafter existing in other premises owned by the Debtor.

Debtor:

Secured Party:

MARYLAND NATIONAL BANK

 (SEAL)
Thomas E. Stuehler

By:  (SEAL)
Philip Hendrix
Assistant Vice President

 (SEAL)
Jeannette K. Stuehler

Please return to Maryland National Bank to the officer and at the address set forth in Paragraph 6 above.

10ajdl062.txt

15
2

Exhibit A

1. Business Property

- a) 3120 Erdman Avenue, Baltimore, MD
- b) 3107 Erdman Avenue, Baltimore, MD
- c) 3407 Belair Road, Baltimore, MD
- d) 7514 Ritchie Highway, Glen Burnie, MD

2. Residence

a) 11205 Falls Road, Lutherville, MD. This property is securing payment under the Term Note and the Credit Note only up to a maximum amount of One Hundred Thousand Dollars (\$100,000.00).

10ajd1063.txt

CERTIFICATION AS TO ALLOWANCE FOR MARYLAND DOCUMENTARY STAMPS

June 17, 1988

TO THE CLERK, CIRCUIT COURT FOR ANNE ARUNDEL COUNTY AND THE CLERK, BALTIMORE COUNTY, AND THE CLERK CIRCUIT COURT, BALTIMORE CITY:

With respect to a loan in the amount of \$850,000.00 to THOMAS E. STUEHLER and JEANNETTE K. STUEHLER by Maryland National Bank, and personal property (hereinafter sometimes called the "collateral") securing the loan, the undersigned hereby certifies that (a) the portion of the collateral located in Anne Arundel County has been valued at \$289,000.00 for the purpose of the loan; (b) the portion of the collateral located in Baltimore County has been valued at \$187,000.00 for the purpose of the loan; (c) the portion of the collateral located in Baltimore City has been valued at \$374,000.00 for the purpose of the loan; and (d) the value of each portion of the collateral and the percentage and amount of indebtedness (for which stamps are to be affixed) attributable to each such portion of the collateral is as follows:

<u>JURISDICTION</u>	<u>VALUE</u>	<u>PERCENTAGE OF CONSIDERATION</u>	<u>AMOUNT OF CONSIDERATION</u>	<u>RATE</u>	<u>RECORDATION TAX</u>
Anne Arundel Co.	289,000.00	34	289,000.00	x 7.00	2,023.00
Baltimore Co.	187,000.00	22	187,000.00	x 5.00	935.00
Baltimore City	374,000.00	44	374,000.00	x 5.50	2,057.00
TOTAL	\$850,000.00	100%	\$850,000.00		\$5,015.00

THOMAS E. STUEHLER, Individually
and t/a La Fontaine Bleu Catering (SEAL)

JEANNETTE STUEHLER, Individually
and t/a La Fontaine Blue Catering (SEAL)

STATE OF MARYLAND,
COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY, that on this _____ day of June, 1988, before me, a Notary Public, in and for the State aforesaid, personally appeared THOMAS E. STUEHLER and JEANNETTE STUEHLER, Individually and t/a La Fontaine Bleu Catering, known to me (or satisfactorily proven) to be the persons who executed the foregoing instrument for the purposes therein contained.

As Witness my hand and notarial seal.

Notary Public

My Commission Expires: 7/1/90

Not to be recorded
in Land Records

273523

Not subject to
Recordation Tax

FINANCING STATEMENT

1. Debtor:

The North Arundel Hospital Association, Inc. (the
"Institution")

Address:

301 Hospital Drive
Glen Burnie, Maryland 21061

RECORD FEE 11.00
POSTAGE .50
#224970 REC 802 11:51
07/07/88

2. Secured Party:

Maryland Health and Higher Educational
Facilities Authority (the "Authority")

Address:

Suite 550
One South Calvert Street
Baltimore, Maryland 21202

OK

3. This Financing Statement covers all of the Institution's Receipts (hereinafter defined). The Institution has granted to the Authority a first lien and claim on and a security interest in the Receipts pursuant to the Master Loan Agreement dated as of June 9, 1988, by and between the Authority and the Institution (the "Loan Agreement"), in order to secure payment of the principal of, and redemption premiums, if any, and interest on the Authority's Revenue Bonds, North Arundel Hospital Issue, Series 1988, issued pursuant to the North Arundel Hospital Bond Resolution adopted by the Authority and effective on June 9, 1988 (the "Resolution"), any other Parity Debt (as defined in the Resolution) issued from time to time in accordance with the Resolution.

"Receipts," as defined in the Loan Agreement, consist of all receipts, revenues, rentals, income, insurance proceeds and other moneys received by or on behalf of any Obligated

Group Member (as defined in the Loan Agreement), including (without limitation) revenues derived from (i) the ownership, operation or leasing of any Group Facilities (as defined in the Loan Agreement) and all rights to receive the same, whether in the form of accounts receivable, contract rights, general intangibles or other rights, and the proceeds of such rights, whether now existing or hereafter coming into existence or whether now owned or held or hereafter acquired, and (ii) gifts, grants, bequests, donations and contributions heretofore or hereafter made that are legally available to meet any of the obligations of any Obligated Group Member incurred in the financing, operation, maintenance or repair of any of the Group Facilities.

[The filing of this Financing Statement shall not constitute a waiver by the Authority of the provisions of Section 14 of Article 43C of the Annotated Code of Maryland (1986 Replacement Volume and 1987 Supplement) and the provisions of such Section shall continue to be fully operative hereunder.]

4. Proceeds of collateral are covered hereunder.

Debtor:

The North Arundel Hospital Association, Inc.

By: Alfred J. Bryan, Jr.
Alfred J. Bryan, Jr.
Executive Director

To the Filing Officer: After this statement has been recorded, please mail the same to: Catherine M. Salamone, Legal Assistant, Piper & Marbury, at 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

Not to be recorded
in Land Records

270000

Not subject to
Recordation Tax

FINANCING STATEMENT

1. Name of Debtor:

The North Arundel Hospital Association, Inc. (the
"Institution")

Address:

301 Hospital Drive
Glen Burnie, Maryland 21061

RECORD FEE \$5.00
POSTAGE .50
RECORDING COST \$11.12
6/17/88

CK

2. Name of Secured Party:

Maryland Health and Higher Educational
Facilities Authority (the "Authority")

Address:

Suite 550
One South Calvert Street
Baltimore, Maryland 21202

3. This Financing Statement is filed for the purpose of providing notice of the Authority's security interest in all equipment and personal property on those premises mortgaged to the Authority by the Institution by a Mortgage made as of June 9, 1988 (the "Mortgage"), and recorded among the Land Records of Anne Arundel County, Maryland, such equipment and personal property being described on Exhibit A to this Financing Statement and located on the real estate described in the Mortgage and also described on Exhibit B to this Financing Statement. The Mortgage constitutes and is a security agreement and financing statement. This Financing Statement is filed further to publish and perfect the security interest created by the Mortgage.

The Authority's security interest in such equipment and personal property is for the purpose of securing, in part, the payment of the principal of and redemption premiums, if any, and interest on the Authority's Revenue Bonds, North Arundel Hospital Issue, Series 1988, issued pursuant to the

4550

North Arundel Hospital Bond Resolution adopted by the Authority and effective on June 9, 1988, any Parity Debt (as defined in the Resolution) issued from time to time in accordance with the Resolution.

[The filing of this Financing Statement shall not constitute a waiver by the Authority of the provisions of Section 14 of Article 43C of the Annotated Code of Maryland (1986 Replacement Volume and 1987 Supplement), and the provisions of such Section shall continue to be fully operative hereunder.]

4. Proceeds of the collateral are also covered.

Debtor:

The North Arundel Hospital Association, Inc.

By: 

Alfred J. Bryan, Jr.
Executive Director

To the Filing Officer: After this statement has been recorded, please mail the same to: Catherine M. Salamone, Legal Assistant, Piper & Marbury, at 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

EXHIBIT A
to Financing StatementEQUIPMENT AND PERSONAL PROPERTY

All fixtures, equipment, machinery, apparatus, fittings, appliances, building materials and other articles of personal property of every kind and nature whatsoever, whether now owned or hereafter acquired by the Institution that are now or hereafter located at, attached to, placed upon, or used in connection with the property or improvements described in clause (a) of the Granting Clauses of the Mortgage, including (without limitation) all heating, lighting, incineration, plumbing, lifting, cleaning, fire-extinguishing, refrigerating, ventilating, communications, air-conditioning and power equipment, all gas, water and electrical equipment, all pipes, tanks, motors, conduits, switchboards, elevators, escalators, shades, awnings, floor coverings, screens, ranges, refrigerators, dishwashers, washers, dryers, cabinets, partitions, ducts, compressors, landscaping, security systems, beds, furniture, furnishings, laboratory equipment, medical equipment, dispensary equipment, scientific equipment, inside rolling equipment and other equipment of any kind, so located, attached, placed or used and all leasehold interests of the Institution in any of the foregoing property or in any real property, together with all additions thereto and replacements thereof, and, in addition, all fixtures, equipment and other personal property now or hereafter ordered for eventual delivery to, or use in connection with, the property described in clause (a) of the Granting Clauses of the Mortgage, whether or not delivered thereto, all of which shall be deemed to be fixtures and part of the land, but whether or not of the nature of fixtures, shall constitute part of the security under the Mortgage.

BOOK 529 PAGE 185

DESCRIPTION OF REAL PROPERTY

BEGINNING at an iron pipe found, said iron pipe being at the beginning of the seventeenth or North 41 degrees 27 minutes 30 seconds West 500.58 feet line which by Deed dated December 23, 1958 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1265 at Folio 121 was conveyed by Mary A. Wimmer, widow, to The Northern Arundel Hospital Association, Inc., said iron pipe also being identified as point 36, as shown on the Plat of Section 2-A, THE HIGHLANDS APARTMENTS and recorded among said Land Records in Plat Book 38 at Page 1, thence running reversely and binding on part of the South 41 degrees 40 minutes 46 seconds East 452.89 feet line of said Plat and also running and binding on part of said seventeenth line with Meridian referred to Maryland State Grid North as based on Anne Arundel County, Maryland monuments 60 and 60AZ.

(1) North 41 degrees 41 minutes 24 seconds West 268.52 feet to a point, said point being distant South 41 degrees 41 minutes 24 seconds East 231.77 feet from a stone found, said point also being North 78 degrees 21 minutes 24 seconds East 0.46 feet from an iron pipe found, said point also being at the end of the fourth or South 0 degrees 31 minutes East 535.08 feet line which by Deed

dated April 20, 1966 and recorded among aforesaid Land Records in Liber 1989 at Folio 507 was conveyed by North Arundel Hospital Associates, Inc., to Medical Properties, Inc., thence, leaving aforesaid seventeenth line and also leaving aforesaid Plat of THE HIGHLANDS APARTMENTS, and running reversely and binding on said fourth line and also running reversely and binding on part of the third or South 65 degrees 58 minutes East 24.18 feet line of said conveyance to Medical Properties, Inc., the following two (2) courses and distance, viz:

(2) North 0 degrees 44 minutes 54 seconds West 535.08 feet, thence

(3) North 59 degrees 59 minutes 49 seconds West 21.79 feet to a point on the southerly right of the extension of Maryland Route 177 as shown on the State Roads Commission of Maryland Plat No. 25644, thence leaving aforesaid conveyance to Medical Properties, Inc., and running and binding on said Plat No. 25644 the following nine (9) courses and distances, viz:

(4) South 68 degrees 22 minutes 30 seconds East 55.08 feet, thence

(5) South 57 degrees 35 minutes 53 seconds East 10.34 feet, thence

(6) South 68 degrees 53 minutes 57 seconds East 45.43 feet, thence

(7) South 33 degrees 38 minutes 55 seconds East 1.49 feet. thence

(8) South 70 degrees 16 minutes 23 seconds East 54.46 feet, thence

(9) South 70 degrees 52 minutes 56 seconds East 55.84 feet,

(10) South 69 degrees 23 minutes 32 seconds East 56.52 feet,
thence

(11) South 68 degrees 58 minutes 16 seconds East 57.19 feet,
thence

(12) South 72 degrees 57 minutes 32 seconds East 51.70 feet to a point on the southerly right-of-way line of Oakwood Road Extended, which by Deed dated March 23, 1977 and recorded among aforesaid Land Records in Liber 2968 at Folio 71 was conveyed by North Arundel Hospital Ass'n, Inc., Et.Al to Anne Arundel County, Maryland, thence running and binding on said southerly right-of-way line

(13) South 68 degrees 01 minutes 45 seconds East 351.38 feet to a point on the third or South 07 degrees 46 minutes 30 seconds West 100.19 feet line which by Deed dated November 22, 1967 and recorded among aforesaid Land Records in Liber 2126 at Folio 69 was conveyed by Kasten Construction Company, Inc., to North Arundel Hospital Association, Inc., said point being 22.79 feet in a northerly direction from the end of said third line, thence running and binding on part of said third line

(14) South 0 degrees 17 minutes 51 seconds West 22.79 to a point at the end of aforesaid third line, said point being at the beginning of the fourth or South 46 degrees 58 minutes West 24.75 feet line of aforesaid conveyance from Mary A. Wimmer, widow, to The Northern Arundel Hospital Association, Inc., thence running and binding on the fourth through the sixteenth lines as said conveyance to The Northern Arundel Hospital Association, Inc. as now surveyed, the following thirteen courses and distances, viz:

(15) South 46 degrees 52 minutes 50 seconds West 24.75 feet,

thence running reversely and binding, in part, with the third or North 27 degrees 46 minutes 05 seconds West 266.68 feet line which by Deed dated November 2, 1976 and recorded among aforesaid Land Records in Liber 2913 at Folio 276 was conveyed by Melvin J. Wengert, Sr. to North Arundel Hospital Association, Inc.

(16) South 27 degrees 42 minutes 10 seconds East 313.50 feet to the end of aforesaid 266.68 feet line, thence running reversely and binding on the second or North 68 degrees 31 minutes 05 seconds West 165.00 feet line of aforesaid conveyance to North Arundel Hospital Association, Inc.

(17) South 68 degrees 27 minutes 10 seconds East 165.00 feet, thence running reversely and binding on the first or North 76 degrees 59 minutes 51 seconds West 317.53 feet line of aforesaid conveyance to North Arundel Hospital Association, Inc.

(18) South 76 degrees 55 minutes 56 seconds East 317.52 feet to an iron pipe found, said iron pipe being at the end of the fourth or North 37 degrees 21 minutes 04 seconds West 328.00 feet line which by Deed dated September 19, 1985 and recorded among aforesaid Land Records in Liber 3954 at Folio 848 was conveyed by Labyrinth Realty, Inc. ET AL to North Arundel Hospital, thence leaving aforesaid conveyance to North Arundel Hospital Association, Inc. and running reversely and binding on said fourth line

(19) South 37 degrees 20 minutes 34 seconds East 328.03 feet to an iron pipe found, thence running reversely and binding in part, with the third or North 19 degrees 42 minutes 26 seconds East 525.63 feet line of aforesaid conveyance to North Arundel Hospital and also running reversely and binding, in part, with the North

19 degrees 40 minutes 37 seconds East 2.03 feet line of the Plat of, Section 2B Amended, THE HIGHLANDS APARTMENTS, and recorded among aforesaid Land Records in Plat Book 41 at Page 38

(20) South 19 degrees 39 minutes 39 seconds West 527.58 feet, passing in transit an iron pipe found at 525.55, thence running and binding on the northerly lines of aforesaid Section 2-B Amended, THE HIGHLANDS APARTMENTS and also running and binding on the northerly lines of aforesaid Section 2-A, THE HIGHLANDS APARTMENTS, the following seven (7) courses and distances, viz:

(21) South 63 degrees 53 minutes 29 seconds West 181.64 feet, thence

(22) North 28 degrees 21 minutes 31 seconds West 477.87 feet to an iron pipe found, thence

(23) North 73 degrees 55 minutes 14 seconds West 198.01 feet to an iron pipe found, thence

(24) North 59 degrees 24 minutes 43 seconds West 329.90 feet to an iron pipe found, thence

(25) South 57 degrees 14 minutes 48 seconds West 115.41 feet to an iron pipe found, thence

(26) North 58 degrees 21 minutes 08 seconds West 131.74 feet to an iron pipe found, thence

(27) North 08 degrees 06 minutes 54 seconds West 159.56 feet to the place of beginning

CONTAINING 22.299 acres of land.

BEING a part of the Lands which by Deed dated December 23, 1958 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1265 at Folio 121 was conveyed by Mary A. Wimmer, widow, to The Northern Arundel Hospital Association, Inc.,

a body corporate of the State of Maryland.

ALSO being a part of the Lands which by Deed dated November 22, 1967 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2126 at Folio 69 was conveyed by Kasten Construction Company, Inc., to North Arundel Hospital Ass'n, Inc.

SUBJECT to an Easement which by Instrument dated November 30, 1962 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1622 at Folio 7 was conveyed by The Northern Arundel Hospital Association, Inc., ET.AL, to Anne Arundel County Sanitary Commission, as shown on the plat entitled, (Boundary Plat, Property of "NORTH ARUNDEL HOSPITAL", Hospital Drive, Glen Burnie, Maryland, Tax Map 15, Block 12, Parcels: 925, 924, 642, Third Election District, Anne Arundel County, Maryland, Scale 1"=100, June, 1988), prepared by John E. Harms, Jr., and Associates, #01-88-016A and hereby made a part of this description.

ALSO subject to right and conditions granted in an Instrument dated April 10, 1963 and recorded among aforesaid Land Records in Liber 1652 at Folio 334 was conveyed by The North Arundel Hospital Association, Inc. to Baltimore Gas and Electric Company, as shown on aforesaid Boundary Plat.

ALSO subject to an Easement and Agreement which by Deed dated March 11, 1966 and recorded among aforesaid Land Records in Liber 2029 at Folio 135 was conveyed by The North Arundel Hospital Association, Inc., Arundel Federal Savings and Loan Association of Baltimore City to Anne Arundel County, Maryland, as shown on aforesaid Boundary Plat.

ALSO subject to an Easement and Agreement which by Deed dated May 22, 1968 and recorded among aforesaid Land Records in Liber 2173 at Folio 341 was conveyed by The North Arundel Hospital Association, Inc. to North Arundel Properties, Inc., as shown on aforesaid Boundary Plat.

ALSO subject to an Easment which by Deed dated July 18, 1963 and recorded among aforesaid Land Records in Liber 1675 at Folio 126 was conveyed by The Northern Arundel Hospital Association, Inc. to The State of Maryland to the use of The State Roads Commission of Maryland, as shown on aforesaid Boundary Plat.

ALSO subject to an Easement which by Right-Of-Way Agreement dated April, 1973 and recorded among aforesaid Land Records in Liber 2580 at Folio 882 was conveyed by North Arundel Hospital Assoc., Inc., and North Arundel Properties, Inc., to Baltimore Gas and Electric Company, as shown on aforesaid Boundary Plat.

ALSO subject to Easements which by Deed dated March 23, 1977 and recorded among aforesaid Land Records in Liber 2968 at Folio 71 was conveyed by North Arundel Hospital Association, Inc., ET Al, to Anne Arundel County, Maryland, as shown on aforesaid Boundary Plat.

ALSO subject to an Easement which by Right-Of-Way Agreement dated June, 1978 and recorded among aforesaid Land Records in Liber 3116 at Folio 86 was conveyed by The Northern Arundel Hospital Association, Inc., to Baltimore Gas and Electric Company, as shown on aforesaid Boundary Plat.

ALSO subject to two (2) Right-Of-Way which by Mortgage dated February 23, 1972 and recorded among aforesaid Land Records in Liber 2470 at Folio 30 was conveyed by and between North Arundel

Hospital Association, Inc., and Arundel Federal Savings and Loan Association of Baltimore City, ET AL, as shown on aforesaid Boundary Plat.

This description was made in accordance with a survey prepared by John E. Harms, Jr. dated June 23, 1988.

TOGETHER WITH a 15 foot wide drainage easement under or over lands owned by Medical Properties, Inc., or its successors and assigns as granted and described in a Deed of Easement dated April 7, 1972 and recorded April 10, 1972 in Liber No. 2480, folio 237.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272030

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Edward T. Smith & Sons, Inc.

Address 769 S. Mesa Road Millersville, MD 21108

2. SECURED PARTY

Name Beltway International Trucks, Inc.

Address 1800 Sulphur Spring Road Baltimore, MD 21227

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

First Interstate Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061

RECORD FEE 17.00
POSTAGE CK .50
#170050 CTTT R04 T11-07
07/07/06

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Edward T. Smith & Sons, Inc.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

(Signature of Secured Party)

Type or Print Above Signature on Above Line
J. KIMMEL, ADMIN. V.P.

CONDITIONAL SALE CONTRACT NOTE

TO: Beltway International Trucks, Inc.FROM: Edward T. Smith & Sons, Inc.1800 Sulphur Spring Road Baltimore, MD 21227769 S. Mesa Road Millersville, MD 21108

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) 1989 Navistar Model 1954 Cab & Chassis S/N 1HTLDTVN3KH637057

Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc.

(1) TIME SALES PRICE \$ 41,071.52
(2) Less DOWN PAYMENT IN CASH \$ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 3,500.00
(4) CONTRACT PRICE (Time Balance) \$ 37,571.52The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 769 S. Mesa Road
Millersville, MD 21108

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty seven thousand five hundred seventy one and 52/100**********Dollars (\$ 37,571.52)being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 1st day of August, 19 88, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 782.74 and the final installment being in the amount of \$ 782.74with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: June 30, 19 88Accepted Beltway International Trucks, Inc. (SEAL)

(Print Name of Seller Here)

By: _____

(Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

Edward T. Smith & Sons, Inc. (SEAL)

(Print Name of Buyer-Maker Here)

By: Edward T. Smith V-Pres.

Co-Buyer-Maker:

(SEAL)

(Print Name of Co-Buyer-Maker Here)

By: _____

This instrument prepared by _____

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law, (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisalment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.)	_____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)
_____ (L.S.)	_____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price, that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____	_____ (SEAL)	} Signature of Seller
	(Corporate, Partnership or Trade Name or Individual Signature)	
By: _____	(Signature: Title of Officer, "Partner" or "Proprietor")	
_____ (Witness)		

ASSIGNMENT

529 PAGE 196

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated June 30, 1988

between Beltway International Trucks, Inc., as Seller/Lessor/Mortgagee
and Edward T. Smith & Sons, Inc. 769 S. Mesa Road Millersville, MD 21108
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 37,571.52

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 30 day of June, 1988

Beltway International Trucks, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICAI L5A

FINANCING STATEMENT FORM UCC.1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded
in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Daveo Food, Inc.

Address 1657 Crofton Blvd., Crofton MD 21114

2. SECURED PARTY

Name The CIT Group/Equipment Financing, Inc.

Address 1400 Renaissance Drive, Suite 400

Park Ridge, Illinois 60068

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
H170080 CTTT R04 111/08
07/07/88

07/07/88

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

This financing statement covers the following types (or items) of property (or items):
The property described in Exhibit A attached hereto and made a part hereof,
and all accessions, additions and attachments thereto, and replacements
and substitutions therefor, and all proceeds (including proceeds of insurance)
of any of the foregoing. Debtor has no power to sell, transfer or otherwise
dispose of said property.

File with: Clerk of the Circuit Court of Anne Arundel County.

6004.00102

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Recordation tax was paid to the State Department of Assessments and Taxation

Harry Holtz
(Signature of Debtor)

DavCo Food, Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

The CIT Group/Equipment Financing, Inc.
(Signature of Secured Party)

(Signature of Secured Party)

B. David H. Ward, Jr.

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

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EXHIBIT A

Exhibit A attached to and forming a part of the UCC-Financing Statement between DavCo Food, Inc., Debtor, and The CIT Group/Equipment Financing, Inc., Secured Party.

All of Debtor's right, title and interest in and to the following:

1) that certain lease between Patricia McClaine Martin and Joan McClaine May (as landlord) and Debtor (as tenant) dated as of December 26, 1984, relating to 2038 Wilson Blvd., Arlington, Virginia;

2) that certain lease between Joseph J. Mathy, Jr. and Garland M. Cantone (as lessor) and Debtor (as tenant) dated as of July 19, 1985 relating to 10501 Main Street., Fairfax, Virginia;

3) that certain lease between First Sully Plaza Limited Partnership (as landlord) and Debtor (as tenant) dated April 29, 1985 relating to 13902 Lee Jackson Memorial Highway, Chantilly, Virginia;

4) all assignee and subtenant contracts or leases and all rents and profits related thereto; and

5) any and all items of equipment, furniture, furnishings and all other personal property of whatever nature including kitchen utensils, serving equipment, refrigeration equipment and electronic registers now or at anytime hereafter acquired located at:

8010 Sudley Road
Manassas, VA ~~24501~~ 22110

8700 Richmond Highway
Alexandria, VA 22309

2301 B&V Streets, N.E.
Washington, D.C. 20018

6823 New Hampshire Avenue
Takoma Park, MD 20912

☐ State Department of Assessments and Taxation.
☐ Land Records - Anne Arundel County
☒ Financing Statement Records - Anne Arundel County
☐ Financing Statement Records - Howard County

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Page No. 479

Dated June 5, 1986

1. Debtor(s): Commons Office Research Limited Partnership
formerly of: 6430 Dobbin Road Columbia, MD 21045 now of: c/o Manekin Corporation
2100 Charles Ctr South
36 South Charles Street
Baltimore, MD 21201
2. Secured Party

Equitable Bank, National Association
100 South Charles Street
Baltimore, MD 21201
3. Applicable Statement - Termination
- RECORD FEE 10.00
POSTAGE .30
#170100 CTFF R04 T11-

RECORD FEE 10.00
POSTAGE .50
#170100 CTTT R04 T11-10

EQUITABLE BANK, NATIONAL ASSOCIATION
Name of Secured Party

Richard T. McCarty
Signature of Secured Party

Richard T. McCarter
Assistant Vice President

Type or Print Name
(Include Title if Company)

RETURN TO: Ann Clary Gordon, Esquire
Shapiro and Olander
2000 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201

06DGP379.TXT

BOOK 529 PAGE 200

MARYLAND UNIFORM COMMERCIAL CODE - FORM UCC-3
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247887, RECORDED IN LIBER 463 FOLIO 173 ON June 24, 1983 (DATE).

2. Name and address of Debtor(s) Robert Ude Empire Medical Bldg. Suite 407 250 Hospital Drive Glen Burnie, Maryland 21061	3. Name and address of Secured Party A.J. Buck & Son, Inc. 10543 York Road Cockeysville, Maryland 21030
--	--

4. After recording, this statement is to be returned to The CIT Group/Equipment Financing, Inc. at

5. Maturity date of obligation (if any):

6. CHECK ☒ FORM OF STATEMENT

- A. ☐ CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.
- B. ☐ PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.
- C. ☐ ASSIGNMENT - The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.
- D. ☒ TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.
- E. ☐ OTHER - (State whether amendment, etc.)

7. Name and Address of Assignee: C.I.T. Corporation
1301 York Road
Lutherville, Maryland 21093

8. Description of Collateral:
See Schedule A Attached

Dated _____

(Signature of Secured Party)
assignee

C.I.T. Corporation

(Type or Print Name of Secured Party on Above Line)

STATE OF MARYLAND
FINANCING STATEMENT ^{SPD FORM 0001} 529 PAGE 201

Identifying File No. 273631

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated June 29, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Norma Jean Bayly ^{T/A} Beetle Bayly Septic Service
Address 850 Evergreen Road, Severn, MD 21144

2. SECURED PARTY

Name Tucker Equipment Company
Address P.O. Box 340, Aberdeen, MD 21001

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One CASE 580K Loader/Extendahoe
S/N 17423996

Name and address of Assignee

RECORD FEE 12.00

POSTAGE .50

#170150 6777 004 21144

07/07/88

CK

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (if collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☒ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

Assignee(s) of Secured Party and Address(es)

J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
Syracuse, N.Y. 13214

(Signature of Debtor)

Norma Jean Bayly

Type or Print Above Name on Above Line

Norma Jean Bayly
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Barclay D. Tucker II

Type or Print Above Signature on Above Line

1230

STATE OF MARYLAND

BOOK 529 PAGE 202

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 27/598RECORDED IN LIBER 523 FOLIO 42 ON 2-8-88 (DATE)

1. DEBTOR

Name MICHAELSON, KRAUSE, FERRIS & NEWELL PA
Address 215 MAIN ST, ANNAPOLIS, MD 21401

2. SECURED PARTY

Name AT&T
Address 123 MARKET PL - 7TH FLR
BALTO., MD 21202RECORD FEE 10.00
POSTAGE .50
#170160 CTTT 204 111:15
07/07/08

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENTA. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other: TERMINATION ☒
(Indicate whether amendment, termination, etc.)Dated 6/28/88Denise St. John
(Signature of Secured Party)
DENISE ST JOHN
Type or Print Above Name on Above Line

1030

278007

529 203

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- ☒ Not subject to Recordation Tax
☐ Subject to Recordation Tax. Principal Amount is \$ _____
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

Dental Crafters, Inc.

 (Name)
360 Ritchie Highway

 (Address)
Severna Park, Maryland 21146

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Attn Peggy A. Hall

 (Name of Loan Officer)
18 West Street

 (Address)
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

INVENTORY

RECORD FEE 11.00
 POSTAGE .50
 #170120 CITY NO# 11117
 07/07/08

Collateral As collateral security ("Collateral") for all Obligations of Borrower to Bank, and in consideration of advances from Bank to Borrower, Borrower hereby grants and pledges to Bank a continuing security interest in: (1) all of Borrower's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (2) all proceeds (including insurance proceeds) and products of the above-described inventory. (3) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records evidencing any of the above-described items of Collateral. CK

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate:

Record Owner, if different from the Debtor _____

- 3 ☐ Products of the collateral are also specifically covered
 4 Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated

DEBTOR (OR ASSIGNOR)

(Seal)
(Signature)
William E. George, Jr., Pres.

 (Print or Type Name)

DEBTOR (OR ASSIGNOR)

(Seal)
(Signature)
Pamela K. George, Vice Pres.

 (Print or Type Name)

1150

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- ☒ Not subject to Recordation Tax
☐ Subject to Recordation Tax; Principal Amount is \$ _____
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Dental Crafters, Inc

 (Name)
360 Ritchie Highway

 (Address)
Severna Park, Maryland 21146

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Attn: Peggy A. Hall

 (Name of Loan Officer)
18 West Street

 (Address)
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

ALL ASSETS

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. ☐ Products of the collateral are also specifically covered.
 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

William E. George, Jr. (Seal)
 _____ (Signature)
William E. George, Jr., Pres.

 (Print or Type Name)

DEBTOR (OR ASSIGNOR)

Pamela K. George VP (Seal)
 _____ (Signature)
Pamela K. George, Vice Pres.

 (Print or Type Name)

270003

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) Glen Burnie Animal Hospital, Inc. 408 Crain Hwy N.W. Glen Burnie, MD 21061	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <u>GLORIA BOLTON</u>
Return to Secured Party	

3. This Financing Statement covers the following types (or items) of property:

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

☒ A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of veterinarians (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:
(see attached "Exhibit A")

☒ B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

☒ C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

☐ D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

☐ E. Other

RECORD FEE 11.00
RECORD TAX 102.00
POSTAGE .50

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 26,000.00

07/07/08

CK

DEBTOR:

SECURED PARTY:

SIGNET BANK/MARYLAND

Glen Burnie Animal Hospital, Inc.
(Type Name)

By: Ross L. Brown

Ross L. Brown, AVP

By: Howard G. Fader
Howard G. Fader, President

(Type Name)

By: _____

JUNE 20, 19 88
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.

"Exhibit A" 529 PAGE 206

QUANTITY	CAT. NO.		
1	6062-325US	Generator - Uni-Matic 325 with SCR (Model #3487/3550, 300 mA @ 125 kVp.) Tube - Universal 51/81, Model #UX51H/41K, (or equivalent) 140,000 E.U., 1.0 & 2.0 mm. Cables - Model #3375-13, 2 each, 13' long. Integrated Stationary Table/Tubestand - Model #6062 N/C, 57" stationary table with one piece molded plastic top, integrated floating tubestand, with manual locks and prealigned arm. Includes 17 x 17" lead lined grid cabinet, synchronised tubestand grid cabinet motion, 12:1 ratio, 103 line grid, non-size sensing tray and footswitch. Collimator - Non-Certified Manual Collimator	
		List Price	\$13,050.00
		Discount	- 3,915.00
			<u>\$9,135.00</u>
		APP 14XL Automatic cold water processor	4,200.00
			<u>\$13,335.00</u>
1	841	Economy file cabinet	n/c
1	188	Spot Light	n/c
		Tax	666.75
		Freight	<u>350.00</u>
			<u>\$14,351.75</u>

Cenre Arundel County
Original sent to SDAT

529 PAGE 207

FINANCING STATEMENT

File No. 273810

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) Nyquist Inc. (formerly Nyquist Paints, Inc.) 900 W. 34 Street Baltimore, MD 21211 *Other location: 8488 Walker Mill Rd. Capital Heights, MD 22743	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Commercial Loan Toloz Return to Secured Party
--	---

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

☐ A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of wholesaler auto paints (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

☐ B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

☐ C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

☐ D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

☐ E. Other.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~(is)~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 260,000.00

DEBTOR:

Nyquist Inc. (formerly
Nyquist Paints, Inc.)
(Type Name)

By: George Nyquist, Jr.
(Type Name)

By: _____

SECURED PARTY:

SIGNET BANK/MARYLAND

By: F. J. Duchacek
(Type Name)

(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.

* Also: 512 N. Crain Highway, Bldg. 10, Glen Burnie, MD 21061

** Equipment valued at \$50,000 & subject to tax on that amount only.

*** Financing statements filed in more than one county, therefore, taxes were paid to State \$177.00 7-1-88

As:

BOOK 529 PAGE 208

FINANCING STATEMENT

File No. 270811

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) Lyndell K. Schwartz, D.D.S. 95 Aquahart Road Baltimore, Maryland 21061	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Mary Stafford, AVP Return to Secured Party
--	--

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

☒ A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Dental Practice (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

☒ B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

☒ C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

☐ D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

☐ E. Other.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 20,000.00

RECORD FEE 11.00
RECORD TAX 140.00
POSTAGE .50
#11230 CT77 R04 T11/31
CK 07/07/00

DEBTOR:

Lyndell K. Schwartz, D.D.S.

By: X Lyndell K. Schwartz
(Type Name)

By: _____

SECURED PARTY
SIGNET BANK/MARYLAND

By: Michael L. Goldstein - Vice President
(Type Name)

June 30th 19 88
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

A.A. 10.50

BOOK 529 PAGE 209

Statement of Continuation, Termination,
Assignment, Amendment or Release Under
Uniform Commercial Code

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This
Statement refers to original Financial Statement, Identifying File Number 259927 recorded
in Liber 493 Folio 444 on January 9, 1986 (date)

1. DEBTOR(S)

Name(s) Waters Insulation, Inc.

Address(es) 4700 Belle Grove Road #18

Baltimore, Maryland 21225

2. SECURED PARTY:

Name: Equitable Bank, National Association

Address 100 S. Charles St,

Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above.

RECORD FEE 10.00

POSTAGE .50

#305580 0345 R01 113:54

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

07/07/88

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.

4. ☐ TERMINATION. The Secured Party of Record no longer claims a security interest under the
original Financing Statement referred to above.

5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and
address appear below in Item 8, the Secured Party's rights under the original Financing
Statement above referred to as to all collateral described therein or such part thereof as is
described in Item 8 below.

6. ☒ AMENDMENT. The original Financing Statement above referred to is amended as set forth in
Item 8 below. (Signature of Debtor is required)

7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement
above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Add the following property to read as follows:

A. INVENTORY. All of the inventory of each Debtor both now owned and hereafter
acquired and as the same may now and hereafter from time to time be constituted
together with all cash and non-cash proceeds and products thereof.

9. DEBTOR Waters Insulation, Inc.

BY: Stephen Waters

J. Stephen Waters, President

SECURED PARTY:

EQUITABLE BANK, National Association

By Denise Kerley

Denise Kerley
Assistant Vice President

(Type Name and Title)

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLANDFINANCING STATEMENTDATE: July 8, 1988

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____
Taxable Amount of Debt \$ _____NAME OF DEBTOR (S): Severna Park Physical Therapy, Inc.ADDRESS: 844 Ritchie Highway
Suite 204
Severna Park, MD 21146NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENTADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF
PROPERTY:

Blanket Lien:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned
and hereafter acquired, excluding motor vehicles.RECORD FEE 11.00
POSTAGE .50
#102930 C777 004 114423
07/11/88

CK

DEBTOR(S):

SECURED PARTY:

Severna Park Physical Therapy, Inc.
(Company Name)

ANNAPOLIS FEDERAL SAVINGS BANK

BY: Renee Van Wie

Renee Van Wie

BY: _____

BY: Robert E. Mann
(Authorized Signature)

BY: _____

Robert E. Mann Commercial Loan Officer
(Type Name and Title)(NOTE: Type name under each
signature and if company,
type name of company and
name and title of authorized
signer.)

1180

773615

FINANCING STATEMENT

1 Name of Debtor: John T. Taylor
Address: 215 Warfield Road
Glen Burnie, Md. 21061

XXX subject to recordation tax
Loan Amt. \$3,500.00
Filing Fees: \$36.00
A.A. Co. Circuit Court

2 Name of Secured Party: Annapolis Banking & Trust Co.
Address: P.O. Box 311
Annapolis, Md. 21404

3 Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

RECORD FEE 11.00
RECORD TAX 24.50
POSTAGE .50

4 This Financing Statement covers the following types (or items) of property:

#305780 0345 R01 T14#44

1 John Deere Model #265 Tractor
Ser. # M00265A476395

07/07/88

5 (If collateral is goods which are or are to become fixtures—describe real estate, include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

CK

The above-described goods are affixed or to be affixed to:

Debtor:

Secured Party:

John T. Taylor

Annapolis Banking & Trust Co.
(Type Name of Dealership)

By:

Authorized Signature

Karen Q. Trettin/Sr. Branch Officer
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

2450

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Forman & Steinhardt, P.A.
7709 Quarterfield Road
Glen Burnie, Maryland 21061

2. Secured Party(ies) and address(es)

First Federal Savings and Loan
Association of Annapolis
2024 West Street
Annapolis, Maryland 21401For Filing Officer (Date, Time,
Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

Columbia Data Products Computer, 128K Ram, Two 320K
CRT Controller
AMDEK Amber Monochrome Monitor
Key Tronic Keyboard
Transtar 130 Letter Quality Printer5. Assignee(s) of Secured Party and
Address(es)RECORD FEE 12.00
POSTAGE .50
#170000 CTTT R04 115
07/07/80
CKThis statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)☐ already subject to a security interest in another jurisdiction when it was brought into this state.☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check ☒ if covered. ☒ Proceeds of Collateral are also covered. ☒ Products of Collateral are also covered. No. of additional Sheets presented:TERMINATION STATEMENT. This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Date June 14 19 88

By: John Armstrong
(Signature of Secured Party or Assignee of record. Not Valid Until Signed.)Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person
filing, as an acknowledgement. (For Use in Most States)

(3) Filing Officer Copy-Acknowledgement

STATE OF MARYLAND

FINANCING STATEMENT 329 UCC-1 213

Identifying File No. 273047

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

NOT SUBJECT TO RECORDATION TAX

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Plumb Gold
Address Annapolis Mall, Annapolis, Maryland

2. SECURED PARTY

Name First Valley Bank, Attn: James F. Deutsch, Vice President
Address One Bethlehem Plaza, Bethlehem, PA 18018
Lisa A. Chaykowski, 1401 Walnut Street, 8th Floor, Phila., PA 19102
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit "A" attached hereto and made a part hereof.

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)

XX (Products of collateral are also covered)

PLUMB GOLD

By: Richard H. Penske
(Signature of Debtor)

Richard H. Penske, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

13.00

FIRST VALLEY BANK

By: James F. Deutsch
(Signature of Secured Party)

James F. Deutsch, Vice President
Type or Print Above Signature on Above Line

RECORD FEE 13.00
POSTAGE .50
#140590 C040 R03 T11:27
07/07/88

CK

EXHIBIT A

All of the following, wherever located, whether now owned or hereafter acquired, together with all replacements therefor, proceeds (including, but without limitation, insurance proceeds) and products thereof;

(A) All cash of the Debtor and all property of Debtor which at any time Secured Party shall have in its possession, or which is in transit to it;

(B) ACCOUNTS - All Accounts, accounts receivable, contract rights, chattel paper, instruments, notes, bills, acceptances, general intangibles and other forms of obligations relating to accounts, together with any property evidencing or relating to accounts, including without limitation, all books, records, invoices, magnetic tapes, processing software, processing contracts (such as contracts for computer time and services) together with proceeds of any of the foregoing, including returned or reclaimed inventory;

(C) INVENTORY - All Inventory, of every nature, kind and description wherever located including without limitation, raw materials, goods, work in process and finished goods and all goods returned or reclaimed from customers, together with general intangibles, and all proceeds of any of the foregoing;

(D) EQUIPMENT - All Equipment, whether or not affixed to realty, including without limitation, trucks, trailers, handling and delivery equipment, fixtures, office machines and furniture, together with all proceeds, accessions, replacements and rights of the Debtor under any manufacturer's warranties relating to the foregoing;

(E) CHATTEL PAPER - All Chattel Paper, as that term is defined in the Uniform Commercial Code, whether presently owned or hereafter acquired, together with all proceeds;

(F) GENERAL INTANGIBLES - All General Intangibles, including without limitation, all choses in action, causes in action, designs, plans, goodwill, tax refunds, licenses, franchises, trademarks, trade names, service marks, copyrights and patents, and all rights under license agreements for use of the same;

(G) INSTRUMENTS - All Instruments;

(H) DOCUMENTS - All Documents;

(I) The Pledged Stock;

(J) LEASES - Debtor's rights in and to any and all leases including but not limited to leases for kiosks and other places where Debtor does business;

(K) FIXTURES - All Fixtures.

Together with all replacements and substitutions of all or any of the foregoing property described in subparagraphs (A) through (K); all accessions, accessories, parts and goods appurtenant to the property described; all patents, processes, trade names, trade marks, copyrights, licenses now or hereafter related thereto, arising therefrom, used in connection therewith, or related to the possession, use, manufacture, processing, advertisement, sale, consignment, lease, other disposition or operation thereof; all of Debtor's rights in consignment agreements, sale agreements, lease agreements, rental agreements and other agreements arising out of or relating to Debtor's lease, sale, rental, consignment or other disposition of the said property or any portion thereof; all Records pertaining to any of the foregoing; together with all rights of payment or other rights of Debtor arising out of, related to, or in connection with any of the foregoing.

273613

529 PAGE 216

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Swinburne, Stephen D.
710 Americana Dr., #52
Annapolis, Md. 21403

2. Secured Party(ies) and address(es)

Riggs National Bank of Wash DC
1120 Vermont Ave., NW
Washington DC 20005

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE 1.50
#140610 0040 R03 711-86
07/01/88

CK

4. This financing statement covers the following types (or items) of property:

1973 Trojan 31', HIN#TRJ3217-0073-312, MD 5550-J
Twin 225hp Chrysler engines, #E201914 & E201728

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)☐ already subject to a security interest in another jurisdiction when it was brought into this state.☐ which is proceeds of the original collateral described above in which a security interest was perfected:Check ☒ if covered. ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

By:

Stephen D Swinburne

Signature(s) of Debtor(s) Swinburne

By:

J. A. MOLSTED

J. A. MOLSTED

Vice President

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

STATE OF MARYLAND
FINANCING STATEMENT FORM 5201 529 PAGE 217 Identifying File No. 273019

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

CONTRACT # 29820 - 814789

1. DEBTOR

Name GRC ASSOCIATES
Address P.O. BOX 613, ANNAPOLIS, MD 21404

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.
Address 15410 CHRYSLER DRIVE
UPPER MARLBORO, MD 20772
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 KUBOTA L2850 TRACTOR W/GRILLE GAURD
- 1 KUBOTA BF500 LOADER W/TOOTH BAR
- 1 KUBOTA L4530 BACKHOE
- 1 PITTSBURGH 900 BOX SCRAPER
- 1 PITTSBURGH 900 RAKE
- 1 FORD 953 ROTARY CUTTER
- 1 CENTREVILLE EC16 TRAILER W/CHAINS & BINDERS

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☐ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)

GRC Associates
General Partner Ralph H. Suit
(Signature of Debtor)

RALPH H. SUIT

Type or Print Above Name on Above Line

Ralph H. Suit
(Signature of Debtor)

RALPH H. SUIT

(Signature of Secured Party)

LARRY E. GROFF

RECORD FEE 11.00
POSTAGE 30
#140630 0040 R03 11.40
07/07/88

CK

STATEMENT OF TERMINATION OF FINANCING

Recorded among the Land Records
of Anne Arundel County in Liber
431, folio 337.

DEBTOR:

NORTH FOREST ASSOCIATES

170 Highway 35,
Red Bank, New Jersey 07701

SECURED PARTY:

SOUNION REALTY COMPANY

C/O Mr. Howard D. Taylor
787 Seventh Avenue
New York, New York 10019-6016

The Secured Party Certifies that there is no outstanding secured
obligation of the Debtor to the Secured Party, and no commitment by the
Secured Party to make advances, incur obligation or otherwise give value
to the Debtor, with respect to the collateral covered by the Original
Financing Statement bearing file number shown above.

DATED: June 16, 1988

SOUNION REALTY COMPANY

BY

Patricia J. Bormio

RECORD FEE 10.00
POSTAGE .50
#140570 0040 ROS 112:00
07/07/88
RAM

→ HOWARD T. PRICE IV, ESQ.
143 SOUTH STREET
ANNAPOLIS, MARYLAND 21401

STATE OF MARYLAND *Documentary stamps in the amount of \$178.50 have been paid to Anne Arundel County*
FINANCING STATEMENT FORM UCC-1 529 PAGE 219 Identifying File No. 273853

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ 25,500.00

If this statement is to be recorded in land records check here ☐

This financing statement Dated 6/27/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GARY HART & ASSOCIATES LTD.
Address 114 RITCHIE HIGHWAY PASADENA MD 21122

2. SECURED PARTY

Name COMMERCIAL & FARMERS BANK
Address 8593 BALTIMORE NATIONAL PIKE ELICOTT CITY, MD 21043

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property (list)

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☒ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

GARY HART & ASSOCIATES LTD.

BY: *[Signature]*
(Signature of Debtor)

GARY HART, PRESIDENT
Type or Print Above Name on Above Line

BY: *[Signature]*
(Signature of Debtor)

GARY HART, PRESIDENT
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Ronald L. Moss, Assistant Vice President
Type or Print Above Signature on Above Line

RECORD FEE 11.00
RECORD TAX 178.50
POSTAGE .50
#140680 0040 R03 112:02
07/07/88

CK

529 PAGE 220

ATTATCHMENT "A"

- 1 8-Circuit Station Card
- 3 8-Circuit Superset Cards
- 4 4-Circuit Trunk Cards
- 1 Attendant Console
- 3 Superset IV Telephones
- 21 Superset III Telephones
- 1 MPSI 4-Port Auto Tend Call Processing System
w/two hour Voice Mail Pink Slip
- 1 Gas Tube Lightning Protection

FINANCING STATEMENT

500 529 PAGE 221
273051

1. ☐ To be recorded in the Land Records
2. ☒ To be recorded among the Financing Statement Records
3. ☐ Not subject to Recordation Tax
4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 24,327.20. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to

Anne Arundel County

5 Debtor(s) Name(s) Address(es)

Comanco, Inc.

410 Village Green
Crofton, MD 21114

RECORD FEE 11.00
RECORD TAX 171.50
POSTAGE .50
#140511 1040 R03 112:03
07/07/83

6 Secured Party Address

First Federal Savings & Loan Association of Annapolis

1832 George Avenue
Annapolis, MD 21401

Attention Sandra Cowsill

(Type name & Title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☐ **A. Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ **B. Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ **C. General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ **D. Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ **E. All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ **F. Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ **G. Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8 Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. ☐ All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are _____

Debtors

By: James R. Faust (Seal)
James R. Faust, Chief Executive Officer (Seal)

Comanco, Inc.

By: Judith E. Faust (Seal)
Judith E. Faust, President (Seal)

Mr. Clerk, Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

2-2820 (3/85)



**FIRST FEDERAL SAVINGS
& Loan Association of Annapolis**

BOOK 529 PAGE 222

SCHEDULE A

Debtor: Comanco, Inc.
#10 Village Green
Crofton, MD 21114

Secured Party: First Federal Savings & Loan Assoc. of Annapolis
1832 George Avenue
Annapolis, MD 21401

Collateral: 1 Compaq Deskpro 38640 Serial #4822AJ2B1166
w/ 130M hard disk, 1.2M floppy, 1M of RAM
Monochrome Monitor #9566632 and Adapter

2 IBM Model 30 Serial #0286363 & #0286113
2 Disk Drives 640K RAM, Monitors Serial #0270692 & 0270694

4 Novell Arcnet Network Boards
Serial #63173, #61485, #61496, #63179

Network Cables & Connectors

1 Hewlett Packard LaserJet, Series II
Serial #2801J81988 w/Font Cartridge, Legal Paper Tray
and Printer Cable

1 Tape Backup 125M Streaming Backup Serial #239789

1 Backup Power Supply Serial #13368810

Novell Advanced Netware 286

1 dBase III+Lan Pak Serial #3450244-22

Secured Amount: \$24,327.20

STATE OF MARYLAND
FINANCING STATEMENT

Identifying File No. 270652

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 6/7/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Skinner, Logsdon Construction & Equipment, Inc.

Address 6894 Baltmor Anapolis Rd. Linthicum, MD 21090

2. SECURED PARTY

Name Spectra-Physics CAD

Address 5475 Kellenburger Rd. Dayton, OH 45424

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- | | |
|---|---------------------|
| 1 ea. Paydirt Software w/36 x 48 Digi Pad | |
| 1 ea. Marathon PC w/NEC Color Monitor | |
| 1 ea. Toshiba 351C Printer w/Tractor Feed | |
| 1 ea. 16 Button Cusor | |
| 1 ea. #1160 Dialgrade | |
| 1 ea. Adj. Pole Trivet | 1 ea. Manhole Mount |
| 1 ea. Invert Plate | 1 ea. T-Bar Mount |
| 1 ea. Remote Line Adj. | |
| 1 ea. Sm. Adj. Target | |
| 1 ea. Lg. Adj. Target | |

Name and address of Assignee

RECORD FEE 11.75
POSTAGE .50
RECEIVED 0440 R03 120-27
07/07/88

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Thomas C. Skinner Pres.
(Signature of Debtor)

Thomas C. Skinner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Russ M. Smith
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1150

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273053

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Scardina Plumbing & Heating, Inc.
Address 1564 Annapolis Drive, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Circle Business Credit, Inc.
Address 110 S. Jefferson Plaza, Whippany, New Jersey 07981

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) Ditch Witch 3" Pierce Arrow, s/n 1375
One (1) Ditch Witch DR50 Rammer, s/n 1059

One (1) New Ditch Witch Model 2310 Trencher, s/n 3D0730
One (1) New Ditch Witch Model A220 Backhoe, s/n 1D0737

Conditional Sales Contract - Not subject to recordation tax.

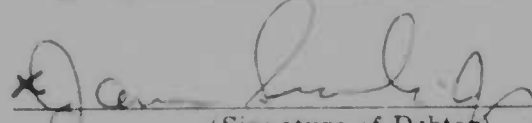
CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

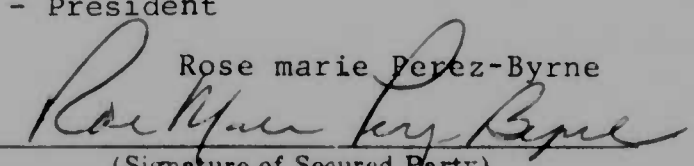

(Signature of Debtor) James Scardina - President

Scardina Plumbing & Heating, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Rose marie Perez-Byrne


(Signature of Secured Party)

Circle Business Credit, Inc.

Type or Print Above Signature on Above Line

STATE OF MARYLAND

BOOK 529 PAGE 225

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 465 FOLIO 232 ON 8-26-83 (DATE)

1. DEBTOR

Name James B. Fleck, d/b/a/ Fleck Machine Company

Address 7177 Ridge road, Hanover, Maryland 21076

2. SECURED PARTY

Name Manufacturers Hanover Leasing Corporation

Address 4000 Executive Park Drive, Cincinnati, OH 45241

Sandra Flann, The CIT Group/Equipment Financing, Inc., 1400 Renaissance Dr. Park Ridge, IL 60068
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	A. ContinuationXXXXX The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)

J019-101
730-50
Anne Arandel
/MD

Manufacturers Hanover Leasing Corporation

Dated June 10, 1988


(Signature of Secured Party)

Type or Print Above Name on Above Line

RECORD FEE 12.00
POSTAGE 50
#140800 0040 R03 12:43
07/07/88

RHM

16:50

529-226

not used

7-7-88

273656

FINANCING STATEMENT

- 1 ☐ To be recorded in the Land Records
- 2 ☒ To be recorded among the Financing Statement Records BOOK 529 PAGE 227
- 3 ☐ Not subject to Recordation Tax
- 4 ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 150,000.00 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to

Anne Arundel County

5 Debtor(s) Name(s) Address(es)
Masterpiece, Inc. 2-4 Crain Highway NW
T/A Vincent's International Artistic Salon Glen Burnie, MD 21061

RECORD FEE 12.00
RECORD TAX 1050.00
POSTAGE .50
#170229 0777 R04 116103
07/07/86

6 Secured Party Address
First Federal Savings & Loan Association of Annapolis 1832 George Ave.
Attention: Gayle Haines, Loan Processor Annapolis, MD 21401
(Type name & Title)

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☐ **A. Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

☐ **B. Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

☐ **C. General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

☐ **D. Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof

☒ **E. All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

☐ **F. Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

☒ **G. Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof

8 **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property

9. ☐ All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are:

Debtors Masterpiece, Inc.
T/A Vincent's International Artistic Salon
BY: Vincent H. Wright (Seal) (Seal)
Vincent H. Wright, President (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

529 PAGE 228

SCHEDULE A

All furniture now owned or hereafter acquired, together with all additions, all replacements thereof and substitutions therefor and all cash and non-cash proceeds and products thereof.

PLEASE RETURN TO:

BLUMENTHAL, WAYSON, DOWNS & OFFUTT
121 CATHEDRAL STREET
ANNAPOLIS, MARYLAND 21401

ATTN: JEROLD A. MOSES

Anne Arundel County, MD

60 mbs

273037

STATE OF MARYLAND
BOOK 529 PAGE 229

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kop-Flex, Inc.
Address 100 Harmans Road, Harmans, MD 21077

2. SECURED PARTY

Name MetLife Capital Credit Corporation
Address Ten Stamford Forum, P.O. Box 601
Stamford, CT 06904

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

An Intergraph Corporation CAD/CAM System, more fully described on Exhibit A, made a part hereof and attached hereto.

Name and address of Assignee

CK

EQUIPMENT IS LEASED. FILED FOR INFORMATION PURPOSES ONLY.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

1100
500
☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Kop-Flex, Inc.

(Signature of Debtor)

MetLife Capital Credit Corporation

Type or Print Above Name on Above Line

Fred K. Landon

(Signature of Debtor)

Fred K. Landon

Type or Print Above Signature on Above Line

Debra J. Mandia

(Signature of Secured Party)

DEBRA J. MANDIA

Type or Print Above Signature on Above Line

#5821



EXHIBIT A

Description of Equipment

<u>Seller/Vendor</u>	<u>Quantity</u>	<u>Description</u>	<u>Serial Number</u>
Intergraph Corporation	1	FDSP139 INTERPRO 220	
	1	SLNS016 IGE RUNTIME	
	1	SLMU041 I/EMS	
	1	SLPS009 INTERPLOT SERVER	
	1	FDSP139 INTERPRO 220	
	1	SLNS016 IGE RUNTIME	
	1	SLMU041 I/EMS	
	1	FDSP139 INTERPRO 220	
	1	SLNS016 IGE RUNTIME	
	1	SLMU041 I/EMS	
	1	FDSP139 INTERPRO 220	
	1	SLNS016 IGE RUNTIME	
	1	SLMU041 I/EMS	
	1	FDSP139 INTERPRO 220	
	1	SLNS016 IGE RUNTIME	
	1	SLMU041 I/EMS	
	1	FDSP139 INTERPRO 220	
	1	SLNS016 IGE RUNTIME	
	1	SLMU041 I/EMS	
	1	FDSP139 INTERPRO 220	
	1	SLNS016 IGE RUNTIME	
	1	SLMU041 I/EMS	
	1	FMTP053 CARTRIDGE TP OPT	
	1	SLPS024 CALCOMP 960 S/W	
	2	TMCH1791: I/EMS I @ HSV	
	1	WORKSTATION S/W	
	1	SYSTEM DISCOUNT	
	2	TMCH1796: I/EMS III @ HSV	
	1	FINF248 EMUX	
	7	MCBL788 10M DROP CABLE	
	7	MCBL791 2M OFFICE CABLE	

<u>Kop-Flex, Inc.</u>		<u>METLIFE CAPITAL CREDIT CORPORATION</u>	
<u>Type Full Legal Company Name</u>			
<u><i>Fred K. Landon</i></u>	<u>Fred K. Landon</u>	<u></u>	<u></u>
Signature	Print Name	Signature	Print Name
<u>President</u>			
	<u>Title</u>		<u>Title</u>
<u>June 14, 1988</u>			
	<u>Date</u>		<u>Date</u>

☐ TO BE
☐ NOT TO BE

RECORDED IN
LAND RECORDS

☐ SUBJECT TO

☐ NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ _____

FINANCING STATEMENT

John J Kirlin, Inc.

1. Debtor(s):

Name or Names—Print or Type

801-F Barkwood Court Linthicum, Md 21090

Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

Fish Market Limited Partnership

2. Secured Party:

Name or Names—Print or Type

21 Merchants Row Boston, Mass 02109

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Plumbing Materials stored in John J Kirlin's
warehouse

4. If above described personal property is to be affixed to real property, describe real property.

n/a

5. If collateral is crops, describe real estate.

n/a

6. Proceeds of collateral ☐ are ☐ are not covered.

7. Products of collateral ☐ are ☐ are not covered.

Debtor(s):

John R. Maico Jr.
(Signature of Debtor)

JAMES R. MAICO Jr.
Type or Print

(Signature of Debtor)

Type or Print

Additional Secured:

First National Bank of Boston
100 Federal Street

Boston, Mass 02106

Mortgage Investors Corporation
200 Clarendon Street

Boston, Mass 02116

John J. Kirlin
(Company, if applicable)

(Signature of Secured Party)

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address _____

Lucas Bros. Form F-1

11-00
11-50

273659

BOOK 529 PAGE 232

This FINANCING STATEMENT is presented to a Filing Office
for filing pursuant to the Uniform Commercial Code.No. of Additional
Sheets Presented☐ The Debtor is a transmitting utility

1 Debtor(s) (Last Name First and Address(es))

MUTTER BETTY B.

1502 K FLANDERS LANE #20776
xxxxxx Harwood MD xxxxx

2 Secured Party(ies) Name(s) and Address(es)

PROFESSIONAL MH BROKERS
10401 LANHAM-SEVERN ROAD
LANHAM, MD 20706

4 For Filing Office: Date, Time, No. Filing Office

5 This Financing Statement covers the following type(s) for item(s) of property:

1977 HAVELOCK

-0-

24 X 60

GREEN TREE ACCEPTANCE INC.

SERIAL # 3106

AND INCLUDING ALL FURNITURE, FIXTURES,

APPLIANCES AND APPURTENANCES THEREIN AND THERETO;

INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S

2200 OPITZ BOULEVARD SUITE 245

INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT

WOODBRIDGE, VA 22194

☐ Products of the Collateral are also covered☐ The described crops are growing or to be grown on *☐ The described goods are or are to be affixed to *☐ The lumber to be cut or minerals or the like

(including oil and gas) is on *

*(Describe Real Estate in Item 8.)

8 Describe Real Estate Here

☐ This statement is to be indexed in
the Real Estate Records9 Name of
a Record
Owner

No. & Street

Town or City

County

Section

Block

Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)

☐ which is proceeds of the original Collateral described above at which a security interest was perfected, or☐ acquired after a change of name, identity or corporate structure of the Debtor, or☐ as to which the filing has lapsed, or

already subject to a security interest in another jurisdiction,

☐ when the Collateral was brought into this State, or ☐ when the Debtor's location was changed to this State11 If appropriate in this filing, the
terms Debtor(s) and Secured Party(ies)
shall respectively mean:☐ Consignee(s) and Consignor(s), or☐ Lessee(s) and Lessor(s)

MUTTER BETTY B.

PROFESSIONAL MH BROKERS

By

Signature(s) of Debtor(s)

By

Signature(s) of Secured Party(ies)

(Required only if Item 10 is checked)

(3/83)

(1) FILING OFFICER COPY—NUMERICAL

STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

273660

529 PAGE 233

This FINANCING STATEMENT is prepared by a Filing Office for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) Last Name First and Address(es) CAMPBELL PEGGY A. 1759 TELEGRAPH RD LOT 80 SEVERN MD 21144		2 Secured Party(ies) Name(s) and Address(es) CHESAPEAKE MOBILE HOMES, INC. 10039 N SECOND AVE LAUREL MD 20707		3 <input type="checkbox"/> The Debtor is a transmitting utility	
4 Filing Office Date Time No Filing Office 11:00 1040 RD 13402 VI-2 38					

5 This Financing Statement covers the following type(s) of property:
1987 LIBERTY OAKBROOK 14 X 20
SERIAL # 58572 AND INCLUDING ALL FURNITURE, FIXTURES,
APPLIANCES AND APPURTENANCES THEREIN AND THERETO
INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S
INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
Products of the Collateral are also covered

6 Assigned to Secured Party and Address(es)
GREEN TREE ACCEPTANCE INC.
2200 GRITZ BOULEVARD SUITE 245
WOODBRIDGE VA 22194

7 Describe Real Estate Here: ☐ This statement is to be indexed in the Real Estate Records.

8 Name of a Record Owner

9 ☐ The described crops are growing or to be grown on *
☐ The described goods are or are to be affixed to *
☐ The lumber to be cut or minerals or the like including oil and gas is on *
*(Describe Real Estate in Item 8)

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
☐ which is proceeds of the original Collateral described above in which a security interest was perfected; or
☐ acquired after a change of name, identity or corporate structure of the Debtor; or
☐ in to which the filing has failed; or
☐ already subject to a security interest in another jurisdiction
☐ when the Collateral was brought into this State; or ☐ when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
☐ Consignee(s) and Consignor(s) or
☐ Lessee(s) and Lessor(s)

CAMPBELL PEGGY A.
By ☒ Peggy A. Campbell Signature(s) of Debtor(s)
By _____ Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(3-83)
(1) FILING OFFICER COPY—NUMERICAL
STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

STATE OF MARYLAND

ANNE ARUNDEL COUNTY

500 529 PAGE 234

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. #06903 C040 R01

RECORDED IN LIBER _____ FOLIO _____ ON April 21, 1987 (DATE)

1. DEBTOR

Name Chesapeake Building Supply CorporationAddress 815 Central Ave. Linthicum, MD 21090

2. SECURED PARTY

Name Insulation Consulting & Supply CorporationAddress 1020 Elm Dr. Mechanicsville, VA 23111

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)

TERMINATION

Dated 6/29/88R. W. BAILIE
(Signature of Secured Party)

R. W. BAILIE

Type or Print Above Name on Above Line

BOOK 529 PAGE 235
MARYLAND FINANCING STATEMENT

UCC-1

- ☒ Not Subject to Recordation Tax
☐ Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer

File No.: _____
Record Reference: _____
Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Capitol Foundation Company, Inc.
(Name or Names)
10230 New Hampshire Avenue, Suite 308, Silver Spring, MD 20903
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Atlantic Industrial Credit Corporation
(Name or Names)
8767 Satyr Hill Road, Baltimore, MD 21234
(Address)

3. ASSIGNEE (if any)
of SECURED PARTY: The CIT Group/Equipment Financing
(Name or Names)
1180 W. Swedesford Road Berwyn, Pa. 19312
(Address)

4. This Financing Statement covers the following types (or items) of property:

Two - New Gardner Denver 300 CFM Air Compressors, Model D300
S/N's R87107 & R87178

CK

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes ☒ No ☐
Products of Collateral are also covered: Yes ☐ No ☒

DEBTOR(S):
Capitol Foundation Company, Inc.
By: Nicholas J. White, President
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

SECURED PARTY:
Atlantic Industrial Credit Corp.
By: Robert E. Polack, President
(Type or print name of person signing)

Return To: SECURED PARTY

11-00
150

FINANCING STATEMENT FORM UCC-1

Identifying File No. 773503

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ See below

If this statement is to be recorded in land records check here ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Consumers Distributing Inc. d/b/a Consumers

Address 205 Campus Plaza, Edison, New Jersey 08837

2. SECURED PARTY

Name National Westminster Bank USA

Address 175 Water Street, New York, New York 10038

RECORD FEE 12.00

POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

#306070 C345 R01 T10:24

3. Maturity date of obligation (if any)

07/08/88

4. This financing statement covers the following types (or items) of property: (list)

All personal property of the Debtor. The collateral is more fully described in Schedule A annexed hereto and made a part hereof.

TAX IS BEING PAID AT THE DEPT OF ASSESSMENT AND TAXATION IN THE AMOUNT OF \$485.10

Filed with: Clerk of the Circuit Court-Ann Arundel County

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

[Signature]
(Signature of Debtor)
CONSUMERS DISTRIBUTING INC.
d/b/a CONSUMERS
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)
NATIONAL WESTMINSTER BANK USA
Type or Print Above Signature on Above Line

RETURN TO:

INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

12-50

SCHEDULE A
TO
UCC-1 FINANCING STATEMENT

All personal property and fixtures of the Debtor, whether now or hereafter existing or now owned or hereafter acquired and wherever located, of every kind and description, tangible or intangible, including, without limitation, the balance of every deposit account now or hereafter existing of Debtor with the Secured Party and any other claim of the Debtor against Secured Party, now or hereafter existing, and all goods, equipment, furniture, inventory, accounts, contract rights, chattel paper, notes receivable, instruments, general intangibles, credits, claims, demands and any other obligations for the payment of money, Debtor's books and records, and any other property, rights and interest of Debtor, and the balance of every account now or hereafter existing of Debtor with any agent for the Secured Party, to the extent such account is maintained by such agent in its capacity as agent of any kind for the Secured Party and any and all additions and accessions thereto, all substitutions and replacements therefor and all products and proceeds thereof and proceeds of insurance thereon.

The Collateral shall also include, without limitation, all choses in action, any rights arising under any judgment, statute or rule, all corporate and business records, customer lists, credit files, computer program print-outs, and other computer materials and records, all inventories, trademarks, trade names, trade styles, logos, designs, know-how and processes, patents, inventions, trade secrets, technical information, copyrights, licenses, license agreements, and any applications for patents and trademarks.

As used herein, "Secured Party" includes National Westminster Bank USA and its successors and assigns.

To Be Recorded In The Land Records
And In The Financing Statement
Records Of the Circuit Clerk of
Anne Arundel County And
Among the Financing Statement
Records of the State Department
The of Assessments and Taxation

Subject To Recording Tax Of \$175.00
On Principal Amount Of 25,000
Which Was Paid To The Clerk Of The
Circuit Court of Anne Arundel Co
Upon The Filing Of A Deed of Trust
in the Land Records of Anne Arundel
County, Maryland

POSTAGE
407500-0000 000 10/1/44
14.00
.50
27-08/58

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. DEBTOR:

Daniel L. Callihan

Lana Callihan

2. SECURED PARTY:

THE FIRST NATIONAL BANK OF MARYLAND
25 South Charles Street
Baltimore, MD 21201,

Attention: Rick Miller, V.P.


3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:


- a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other Chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the real property and improvements located at 104 Wellham Avenue, Glen Burnie, Anne Arundel County, Maryland and described on Exhibit "A" attached hereto (herein the "Real Property") including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures, and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property and all substitutions, renewals, and replacements thereof.
- d. All rights, benefits, profits, rents and monies payable under, by reason of, or with respect to, any restrictive covenants, easements, or agreements applicable to lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
- e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), which have not been extracted from the Real Property.
- f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Real Property or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
- g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Real Property.
- h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the Real Property.

- i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property as described on Exhibit "A", attached hereto, being that same lot of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of the Circuit Court for Baltimore County from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned Real Property. Exhibit "A" attached hereto consists of one (1) pages.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions, and accretions of or to any of the above-described collateral.

DEBTOR: DANIEL L. CALLIHAN
LANA CALLIHAN


Daniel L. Callihan


Lana Callihan

TO FILING OFFICER: After this Statement has been recorded, please return to:

FIRST NATIONAL BANK OF MARYLAND
P.O. BOX 1596
ATTN: R. E. Miller
Banc Code: 131-012
BALTIMORE, MARYLAND 21203

Please Return To:
The First National Bank of MD.
6395 Dobbin Road
Columbia, MD. 21045
ATTN: Laurie Isner
BANC 131-012

FINANCING STATEMENT

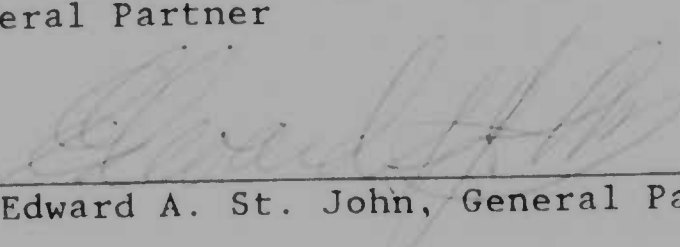
1. Name of Debtor: FRIENDSHIP BUSINESS CENTER LIMITED
PARTNERSHIP, a Maryland limited
partnership
Address: c/o MIE Development Company
5720 Executive Drive
Baltimore, Maryland 21228
2. Name of Secured Party: The First National Bank of Maryland
Address: Commercial Real Estate Division
BANC 109-900
P. O. Box 1596
Baltimore, Maryland 21203
Attention: Bonnie M. Keeney
3. This Financing Statement covers the following types (or items) of property:
 - (a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Indemnity Deed of Trust dated June 30, 1988 from Debtor to Patricia A. Brian and Anna M. Marcellino, Trustees, all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.
 - (b) All accounts in respect of any and all leases or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts are in existence or hereafter created and the proceeds thereof.
 - (c) Proceeds of all collateral are covered.
 - (d) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Indemnity Deed of Trust, including but not limited to all rights to insurance and condemnation proceeds.
4. The record owner of the real property described in the Indemnity Deed of Trust is Friendship Business Center Limited Partnership.

COMMONWEALTH LAND TITLE INS.
SUITE 1524, THE WORLD TRADE CENTER
BALTIMORE, MARYLAND 21202

Debtor:

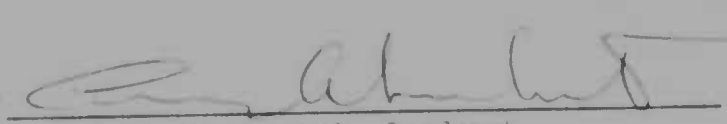
FRIENDSHIP BUSINESS CENTER
LIMITED PARTNERSHIP, a Maryland
limited partnership

By: Friendship Business Center, a
Maryland general partnership,
General Partner

By: 
Edward A. St. John, General Partner

Secured Party:

THE FIRST NATIONAL BANK OF MARYLAND

By: 
Name George A. Lambert
Title Vice-President

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Alexander C. Short

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF ANNE
ARUNDEL COUNTY, THE LAND RECORDS OF ANNE ARUNDEL COUNTY, THE
FINANCING STATEMENT RECORDS OF BALTIMORE COUNTY, AND WITH
THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

WP: FN06.FIS

PROPERTY DESCRIPTION

ALL that tract of land located in Anne Arundel County, Maryland, and more particularly described as follows:

Being known and designated as Lot No. 1R-A as shown on a Plat entitled, "Resubdivision of Lots 1-R and 22-R, B.W.I. Commerce Park", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 108, page 1.

Being known and designated as Lot Nos. 22R-B and 22R-C, as shown on a Plat entitled, "Resubdivision of Lot 22R-A, B.W.I. Commerce Park", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 110, page 37.

Being known and designated as Lot No. 18 as shown on the Plat entitled, "B.W.I. Commerce Park Plat Two", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 83, page 44.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 520Page No. 292 & 293Identification No. 270754Dated 11/27/87

1. Debtor(s) Hardin-Huber, Inc.
Name or Names—Print or Type
1230 Cronson Blvd., Crofton, A.A., Md. 21114
Address—Street No., City - County State Zip Code
2. Secured Party First National Bank of Maryland
Name or Names—Print or Type
18 West Street, Annapolis, A.A., Md. 21401
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50
F171180 CTT7 R04 113450
01/08/88

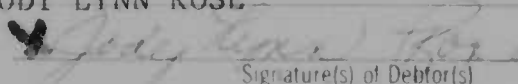
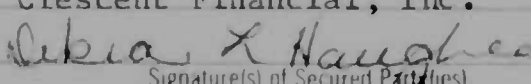
<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) AMENDMENT</p>

The serial number on the 1987 Ford Truck LT8000 is
1FDYU82ABHVA55754Dated: 7/7/88The First National Bank of Maryland
Name of Secured PartyCatherine T. Lewis
Signature of Secured PartyCatherine T. Lewis, Asst. V.P.
Type or Print (Include Title if Company)

1050

273607

529 PAGE 245

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility		
1. Debtor(s) (Last Name First) and Address(es) JODY LYNN ROSE 13 BOONE'S DRIVE LOTHIAN MARYLAND 20613	2. Secured Party(ies) Name(s) and Address(es) ACCENT MOBILE HOMES 7401 MOORE ROAD BRANDYWINE MARYLAND 20613	4. For Filing Officer: Date, Time, No. Filing Office RECORD FILE RHM			
5. This Financing Statement covers the following types (or items) of property 1979 01100931M 70 X 14 SKYLINE Rooms		6. Assignee(s) of Secured Party and Address(es) Crescent Financial, Inc. 1623 Forest Drive Suite 201 Annapolis, MD 21401 3171199 0777 FOR FILING			
To include all furniture, fixtures, appliances and appurtenances therein and thereto, including but not limited to these items specified in the manufactures invoice and/or purchase agreement and/or retail security agreement. <input checked="" type="checkbox"/> Products of the collateral are also covered		7. <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)			
8. Describe Real Estate Here	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records.	9. Name of Record Owner			
No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State			11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)		
JODY LYNN ROSE By  Signature(s) of Debtor(s)		Crescent Financial, Inc. By  Signature(s) of Secured Party(ies) (Required only if Item 10 is checked)			
(3/83) STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania					

273663

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Southward Corporation
Address 1919 Lincoln Drive, Annapolis, MD 21401

2. SECURED PARTY

Name John Deere Company
Address P.O. Box 65090
West Des Moines, Iowa 50265-0090
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

-New John Deere 36" Commercial Walkbehind Mower
S/N M03612X117502

2 - New John Deere RX73 Riding Mowers
S/N MORX73X425679
S/N MORX73X424241

2 - New 240 Lawn & Garden Tractors
S/N M00240A477640 & S/N M00240A496164

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50
#171300 C777 R04 T14123
07/08/86
RDM

Southward Corporation
(Signature of Debtor)

Southward Corporation
Type or Print Above Name on Above Line

Kenneth R. Wagner (06)
(Signature of Debtor)

Kenneth R. Wagner
Type or Print Above Signature on Above Line

John Deere Company
(Signature of Secured Party)

John Deere Company
Type or Print Above Signature on Above Line

1752

FINANCING STATEMENT FORM UCC-1

Identifying File No. 773859

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here ☐

This financing statement Dated 6/29/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Southward Corporation
Address 1919 Lincoln Drive, Annapolis, MD 21401

2. SECURED PARTY

Name John Deere Company
Address P.O. Box 65090
West Des Moines, Iowa 50265-0090

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

-New JD 855 MFWD Tractor
S/N M00855D490176
-New JD #70 Loader w/54" bucket
S/N W0020X 003024
-New Bradco 81D Backhoe w/16" bucket
S/N 88 LDT 786

RECORD FEE 11.00
POSTAGE .50
#17310 CITY NO# 114324
07/08/88

RNM

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Southward Corp
(Signature of Debtor)

Southward Corporation
Type or Print Above Name on Above Line

David B. Graham
(Signature of Debtor)

David B. Graham
Type or Print Above Signature on Above Line

John Deere Company
(Signature of Secured Party)

John Deere Company
Type or Print Above Signature on Above Line

1750

273679

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Southward CorporationAddress 1919 Lincoln Drive, Annapolis, MD 21401

2. SECURED PARTY

Name John Deere CompanyAddress P.O. Box 65090West Des Moines, Iowa 50265-0090

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

-New John Deere 25 Mini Excavator
S/N CH0025D001032

RECORD FEE 11.00
POSTAGE .00
#171320 DT77 R04 11425
07/00/00
RAM

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Southward Corp.
(Signature of Debtor)

Southward Corporation
Type or Print Above Name on Above Line

Kenneth R. Wagner (DC)
(Signature of Debtor)

Kenneth R. Wagner
Type or Print Above Signature on Above Line

John Deere Company
(Signature of Secured Party)

John Deere Company
Type or Print Above Signature on Above Line

1750

FINANCING STATEMENT

1. ☐ To be recorded in the Land Records.
2. ☒ To be recorded among the Financing Statement Records.
3. ☐ Not subject to Recordation Tax.
4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$350,000.00 *. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk, Circuit Court of Anne Arundel County

5. Debtor(s) Name(s) Address(es)
THE EMPIRE CONSTRUCTION COMPANY 711 Pittman Road A.K.A. 700 Pittman Road
Baltimore, Maryland 21226

6. Secured Party Address
Equitable Bank, National Association 100 S. Charles Street
Attention: Denise Yeshnik Baltimore, Maryland 21201
Credit Staff Assistant

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☐ A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☒ E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. ☐ All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors
THE EMPIRE CONSTRUCTION COMPANY (XXX)

BY: [Signature] (Seal)
Lyle K. Aaby, Executive Vice President

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

*With a filing of this Financing Statement recordation taxes are being paid on an additional debt of \$50,000. Recordation taxes have been paid previously to the Circuit Court of Baltimore City with filings between the Debtor and Secured Party as follows:

November 2, 1984, ID#508851, Book 403, Page 280

Recordation taxes have also been paid to the Circuit Court of Anne Arundel County with filings between the Debtor and Secured Party as follows:

October 6, 1987, ID#270068, Book 518, Page 502

RECORD FEE

11.00

RECORD FEE

300.00

POSTAGE

.50

(Seal)

RECORD FEE

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RECORD FEE

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POSTAGE

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(Seal)

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RECORD FEE

300.00

POSTAGE

.50

(Seal)

RECORD FEE

11.00

FINANCING STATEMENT

1. ☐ To be recorded in the Land Records.
2. ☒ To be recorded among the Financing Statement Records.
3. ☒ Not subject to Recordation Tax. Filing due to Debtor's additional place of business
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s) Address(es)
Sailing Etc., Inc. 405 Ritchie Highway, Severna Park, MD 21164

6. Secured Party Address
Equitable Bank, National Association 100 S. Charles Street, Baltimore, MD 21201
Attention: Shelly T. Ayers
Loan Documentation Assistant

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☒ A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☒ B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☒ C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☒ E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. ☐ All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Sailing Etc., Inc.

By: _____ (Seal)

Paul W. Miller, President

(Seal)

RECORD FEE 11.00
POSTAGE (Seal) .00
#171550 CTTT R04 T14437
(Seal) 07/00/00

Mr. Clerk. Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

11750

273673

5:29 PAGE 251

Anne Arundel Co
C-02-05728-9

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Mil-Tech Machine, Inc.Address 7525 Connelly Drive Hanover, Maryland 21076

2. SECURED PARTY

Name W.C. Burroughs & Associates, Inc.Address 7146 Montevideo Drive Jessup, Maryland 20794First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, Md 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF SECURED PARTY
First Interstate Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd
Glen Burnie, Maryland 21061CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)RECORD FEE 17.00
POSTAGE .50
#171600 CT77 R04 T15100
07/08/88☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Mil-Tech Machine, Inc.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

(Signature of Secured Party)

Patrick WhiteType or Print Above Signature on Above Line
Patrick White, Assistant Secretary

CONDITIONAL SALE CONTRACT NOTE

TO: W.C. Burroughs & Associates, Inc.

FROM: Mil-Tech Machine, Inc.

7146 Montevidea Rd. Jessup Maryland 20794

7525 Connelly Dr. Hanover Maryland 21076

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) New Fadal Machining Center
Model 4020 S/N 8802215*See attached Schedule "A" for payment
Schedule*Wherever the name Credit Alliance Corporation
appears herein, it shall be read as First
Interstate Credit Alliance, Inc.

(1) TIME SALES PRICE	\$ 120,412.00
(2) Less DOWN PAYMENT IN CASH	\$ 9,400.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$	
(4) CONTRACT PRICE (Time Balance)	\$ 111,012.00

The property purchased shall remain personalty and not become part of any
realty and shall be located and kept for use at: 7525 Connelly Dr.
Hanover, Maryland 21076

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint the sum of

One hundred Eleven thousand twelve and 00/100 *****
Dollars (\$ 111,012.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 2 day of August, 19 88, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ ** and the final installment being in the amount of \$ **

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: July 1, 19 88

BUYER(S)-MAKERS(S):

Accepted W.C. Burroughs & Associates, Inc. (SEAL)

Mil-Tech Machine, Inc. (SEAL)

By: _____

By: _____

Co-Buyer-Maker: _____

(SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By: _____

This instrument prepared by _____

CAL 2XD(1-75)

(See Instructions on Reverse Side of Last Page)

© 1975 CREDIT ALLIANCE CORPORATION

2

ORIGINAL FOR FILING-NON-NEGOTIABLE

529 PAGE 253
BOOK

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisalment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.)	_____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)
_____ (L.S.)	_____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed. Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____	_____ (SEAL)	} Signature of Seller
	(Corporate, Partnership or Trade Name or Individual Signature)	
_____ (Witness)	By: _____ (Signature, Title of Officer, "Partner" or "Proprietor")	

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 1, 1988 between W.C. Burroughs & Associates, Inc. as Seller/Lessor/Mortgagee and Mil-Tech Machine, Inc. 7525 Connelly Dr. Hanover Maryland 21076 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 111,912.00.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 1st day of July, 19 88.

W.C. Burroughs & Associates, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICAI-5A

273671

529 PAGE 255

Anne Arundel Co
C-02-05735-4

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 15,000.00

If this statement is to be recorded in land records check here. ☐

Recordation Tax paid to Anne Arundel County in the amount of \$105.00.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chem Trans, Inc.
Address 50 Earleigh Heights Road Severna Park, MD 21146

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.
Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 17.00
RECORD TAX 105.00
POSTAGE .50
#171610 0777 004 115:00
07/08/88

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

Chem Trans, Inc.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

(Signature of Secured Party)

Type or Print Above Signature on Above Line
LARRY F. KIMMEL, ADMIN. V.P.

17.50
105.00
50

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of .30% for each .25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the facts therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall inure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall inure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee; such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective. However, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST

Chem Trans, Inc.

Mortgagor

(Seal)

Secretary

By

Kenna A. Briggs Secretary

(Title)

STATE OF Maryland
COUNTY OF Anne Arundel

{ ss

being duly sworn, deposes and says:

1. He is the
(hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage

at Chem Trans, Inc.

2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below) and Mortgagor has the sole right and lawful authority to mortgage the same.

3. Mortgagor is solvent and justly indebted to First Interstate Credit Alliance, Inc. (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.

4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.

5. Deponent makes this affidavit realizing that Mortgagee is being induced hereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this

day of

19

Kenna A. Briggs

NOTARY PUBLIC

* * * * *

STATE OF

COUNTY OF

ss

I, _____
day of _____, 19____, in (Place) _____

a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____
in said County, before me personally appeared _____
to me personally well known _____

(For Individual)

as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)

and known as and to be a member of the partnership of _____

and the identical person described in and party to and who executed in said partnership name the within foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)

to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____

of

Chem Trans, Inc.

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Notarial Seal)

NOTARY PUBLIC

(At & / /)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated July 5 1988 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	New Trailmobile 48' Van Trailer	02DABUAL	1PT02DAH8J9007345
The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

First Interstate Credit Alliance, Inc.

By: _____

Purchaser, Mortgagor or Lessee:

Chem Trans, Inc.

By: Kenna A. Buggs Secretary

A26061

Q.Q.

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FINANCING STATEMENT FORM UCC-1

Identifying File No. 734775

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Michael Ebersberger DBA/ Ebersberger Contracting Co.

Address 1711 Baltimore & Annapolis Blvd. Arnold, Maryland 21012

2. SECURED PARTY

Name AEL Leasing Co., Inc.

Address P.O. Box 13428 Reading, PA 19612-3428

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 11.00

POSTAGE .50

#306700 C345 R01 T15:10

07/08/88

1 - 1250 Brush Chipper

CHECK THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Michael Ebersberger DBA/ Ebersberger Contracting Co.

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

AEL Leasing Co., Inc.

(Signature of Secured Party)

Type or Print Above Signature on Above Line

aa

500A 529 PAGE 260

FINANCING STATEMENT FORM UCC-1

Identifying File No. 22-3737

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

If this statement is to be recorded
in land records check here ☐

Conditional Sales Contract

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name _____

Address

2. SECURED PARTY

Name _____

Address

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

POSTAGE .50

#306710 C345 R01 T15:10

07/08/88

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

KEVIN RINGLEY LANDSCAPING, INC.

Henry Reddy PRES

(Signature of Debtor)

Kevin Ruggley Pres

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

REF. LENSING CO. INC

Charles Cammell

(Signature of Secured Party)

Shirley Carnill

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here ☐

This financing statement Dated 7/6/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ABC Rental Center
Address 8801 Belair Road, Baltimore, MD 21236

2. SECURED PARTY

Name John Deere Company
Address P.O. Box 65090
West Des Moines, Iowa 50265-0090
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- New John Deere 15 Mini Excavator
S/N CH0015D001297

RECORD FEE 11.00

POSTAGE .50

#306750 C345 R01 T15+13

07/08/88

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

ABC Rental Center
(Signature of Debtor)

ABC Rental Center
Type or Print Above Name on Above Line
Marvin R. Johnson Jr.
(Signature of Debtor)

Marvin R. Johnson, Jr.
Type or Print Above Signature on Above Line

John Deere Company
(Signature of Secured Party)

John Deere Company
Type or Print Above Signature on Above Line

4-28-88
27746

529 PAGE 262

273678

Debtor or Assignor Form

FINANCING STATEMENT
DISCLOSING ASSIGNMENT

Anne Arundel Co.

☒ Not subject to Recordation Tax
☐ Subject to Recordation Tax; Principal
Amount is \$

☐ To Be Recorded in Land Records (For
Fixtures only).

Name of Debtor

Address

Darven, Inc.

20 A Crain Highway
Glen Burnie, Maryland 21061

RECORD FEE 11.00

POSTAGE .50

SECURED PARTY

#306870 0345 R01 T15#27

Enpro Inc.

—Address:

20 A Crain Highway 07/08/88
Glen Burnie, Maryland
21061

Attach separate
list if necessary

1. The name and address of the Assignee of the Secured Party's Security
Interest is:

First National Bank of Maryland
25 S. Charles Street
Baltimore, Maryland 21201

2. This Financing Statement covers the following types (or items) of
property (the collateral):

International Truck Model 1954 Serial# INTLDTVN9JH571578

3. The collateral property is affixed or to be affixed to or is or is to be crops
on the following real estate:

4. ☐ Proceeds of the collateral are also specifically covered.
☐ Products of the collateral are also specifically covered.

5. Mr. Clerk: Mail instrument to secured party named above or assignee,
if any, at the address stated.

Debtor

Secured Party (or Assignee)

Darven, Inc.

Darven, Inc.

ENPRO, INC.

STEVEN SHRAMKO

Darlene Hairsine, V.P.

PRESIDENT

PRESIDENT

FNH 0472

Type or print names under signatures

11

8

529 PAGE 263

273079

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

Anne Arundel Co.

☐ Not subject to Recordation Tax☐ Subject to Recordation Tax; Principal Amount is \$ _____☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Darven, Inc.

(Name)
20 A Crain Highway(Address)
Glen Burnie, Maryland 21061SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLANDAttn: Pamela T. Bergen/ D. Niccoli
(Name of Loan Officer)

P.O. Box 1596

Banc 101-560

(Address)
Baltimore, MD 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

(1) all of Borrower's now owned and hereafter acquired "Inventory", which is herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (2) all proceeds (including insurance proceeds) and products of the above-described inventory; (3) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records evidencing any of the above-described items of Collateral.

11.00

.50

R01 T15:27

07/08/88

International Truck Model 1954 Serial #1HTLDTVNPJH571578

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

Darven, Inc.

(Seal)

(Signature)

STEVEN SHANKO, PRESIDENT
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

Darven, Inc.

(Seal)

(Signature)

Darlene Hairsine, Vice President
(Print or Type Name)

BOOK 529 PAGE 264

273630

Debtor or Assignor Form

ANNE ARONDEL MARYLAND FINANCING STATEMENT

- ☒ Not subject to Recordation Tax
☐ Subject to Recordation Tax; Principal Amount is \$ _____
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Chesapeake Building Supply Corp.
 (Name)
 815 Central Avenue
 (Address)
 Linthicum, Maryland 21090

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

Attn: Pamela T. Bergen
 (Name of Loan Officer)
 P.O. Box 1596 Banc 101-560
 (Address)
 Baltimore, MD 21203
 RECORD FEE 11.00

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate sheets if necessary) .50

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which is herein used means accounts, instruments, chattel paper, contracts, contract rights, account receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned good and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) All of Borrower's other assets, specifically including (but not limited to) inventory and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes, or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. ☐ Products of the collateral are also specifically covered.
 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

Chesapeake Building Supply Corp. (Seal)
 * *[Signature]* (Seal)
 (Signature)
 KEVIN F. JOST V.P.
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)

CHESAPEAKE BUILDING SUPPLY CORP. (Seal)
 * *[Signature]* (Seal)
 (Signature)
 EDWARD C. BELL TREAS.
 (Print or Type Name)

There is no specific equipment to be recorded at the time of the execution of the security agreement and / or financing statement. ALL ASSETS
If there are any questions: Alan Hilton 347-6580 FNB In House Counsel

Debtor or Assignor Form

ANNE ARUNDEL MARYLAND FINANCING STATEMENT

☒ Not subject to Recordation Tax☐ Subject to Recordation Tax. Principal Amount is \$ _____☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

New Venture Tax Service, Inc.
(Name)
4100 C Mountain Road
(Address)
Pasadena, Maryland 21122

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Attn Lowell H. Patterson
(Name of Loan Officer)
P.O. Box 1596
(Address)
Baltimore, Maryland 21203

RECORD FEE 11.00

.50

#308900 C345 R01 115:28

Banc 101-560

07/08/88

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

1) All of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Borrower, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Borrower's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Borrower's now owned and hereafter acquired inventory, wherever located, including but not limited to raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts bonds, stocks, certificates, advances, deposits, tradenames, licenses, patents and cash value of life insurance, all of which, including the above-described Equipment, Accounts, Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Borrower's assets in which bank has been or is hereafter granted a security interest under any security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into possession of Bank, as well as all proceeds and products thereof; (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate

Record Owner, if different from the Debtor _____

#308900 C345 R01 115:28

07/08/88

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

New Venture Tax Service, Inc. (Seal)Paula E. Stefanelli (Seal)Paula E. Stefanelli, V.P.
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

NEW VENTURE TAX SERVICE INC. (Seal)SYLVIA J. BROKAS (Seal)SYLVIA J. BROKAS, PRESIDENT
(Print or Type Name)

XXXXX

There is no specific equipment to be recorded at the time of the execution of the security agreement and / or financing statement. If there are any questions: Alan Hilton 347-6580 FNB In House Counsel

BOOK 529 PAGE 266

273682

Debtor or Assignor Form

ANNE ANNE MARYLAND FINANCING STATEMENT

- ☒ Not subject to Recordation Tax
☐ Subject to Recordation Tax; Principal Amount is \$ _____
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Pickwick Manor, Inc.
(Name)
7733 Telegraph Rd.
(Address)
Severn, Maryland 21144

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
Attn: Lowell H. Patterson
(Name of Loan Officer)
P.O. Box 1596, Banc 101-560
(Address)
Baltimore, Md. 21203

RECORD FEE

11.00

POSTAGE

.50

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

ALL ASSETS

#308920 C345 R01 T15:30

07/08/88

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. ☐ Products of the collateral are also specifically covered.
4. Mr. Clerk: Mail Instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

Pickwick Manor, Inc. (Seal)
Charlotte Dubin (Seal)
CHARLOTTE DUBIN, PRESIDENT
(Print or Type Name)

SECURED PARTY (OR ASSIGNEE)

(Seal)
(Seal)
(Signature)
(Print or Type Name)

273683

800 529 PAGE 267

This FINANCING STATEMENT is presented to a Filing Office
for filing pursuant to the Uniform Commercial Code.No. of Additional
Sheets Presented3. ☐ The Debtor is a transferring entity.

1. Debtor(s) (Last Name First) and Address(es)

Windsor Shirt Company
550 S. Henderson Road
King of Prussia, PA 19406

2. Secured Party(ies) Name(s) and Address(es)

Fidelcor Services Inc.
255 Business Center Dr.
Suite 250
Horsham, PA 19044

4. For Filing Office: Date, Time, No. Filing Office

5. This financing statement covers the following types (or items) of property:

SEE ATTACHED

6. Assignee(s) of Secured Party and Address(es)

☐ Products of the Collateral are also covered.

8. Describe Real Estate Here:

☐ This statement is to be indexed in
the Real Estate Records.9. Name of
a Record
Owner7. ☐ The described crops are growing or to be grown on *
☐ The described goods are or are to be affixed to *
☐ The lumber to be cut or minerals or the like
(including oil and gas) is on *
*(Describe Real Estate in Item 8.)

No. & Street

Town or City

County

Section

Block

Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
☐ which is proceeds of the original Collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the Debtor, or
☐ as to which the filing has lapsed, or
already subject to a security interest in another jurisdiction:
☐ when the Collateral was brought into this State, or ☐ when the Debtor's location was changed in this State.11. If appropriate in this filing, the
term(s) Debtor(s) and Secured Party(ies)
shall respectively mean:
☐ Consignor(s) and Consignee(s), or
☐ Lessor(s) and Lessee(s).

Windsor Shirt Company

01174-00008 Anne Arundel County, MD
Fidelcor Services Inc.

TOL

By

X

(Signature of Debtor)

By

X

(Signature of Secured Party)

(Required only if Item 10 is checked)

(1) FILING OFFICER COPY—COMMERCIAL

(3/83)

STANDARD FORM—FORM UCC-9—Revised by Secretary of Commonwealth of Pennsylvania

RECORD FEE 17.00

POSTAGE .50

#306930 C345 R01 T15:30

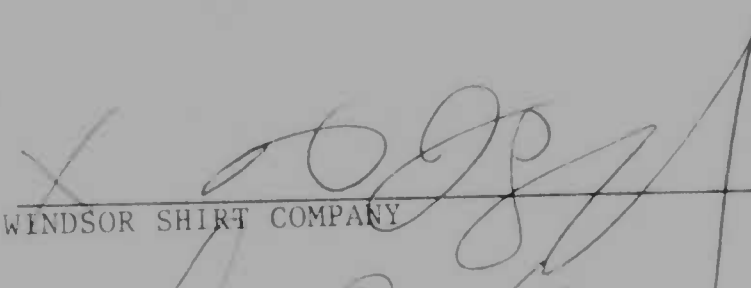

07/08/88

TEW

TOL

5. This Financing Statement covers the following types (or items) of property:

All Equipment on the attached Equipment List and all other Equipment as that term is defined in the applicable Uniform Commercial Code leased or to be leased under that Master Lease dated July 17, 1987, between Lessee and Lessor and all replacements, modifications, attachments, parts and substitutions, including any sublease now or hereafter existing and all proceeds thereof. This financing statement is filed to comply with the notice requirements of the Uniform Commercial Code in the event for any reason, notwithstanding the intent of the parties, it is determined that the lease constitutes a security agreement.

	<u>PRESIDENT</u>
WINDSOR SHIRT COMPANY	(LESSEE)
	<u>Leasing Officer - Asset Manager</u>
FIDELCOR SERVICES INC.	(LESSOR)

FIDELCOR SERVICES INC.

Attachment 1

Master Lease Schedule Number 00008 to
 Master Lease Agreement Number 01174
 or
 Master Lease Finance Agreement Number n/a

Location of Equipment: 1001 Baltimore Pike, Springfield Plaza
Springfield, Delaware County, PA 19064

Description of Equipment

Supplier	Manufacturer	Model of Equipment	Number of Units	Serial Numbers	Location (If different from above, give address)	Lessor's Cost
Thirteen (13)		Reg Back Panel				
Ten (10)		Main Back Pane;				
Two (2)		Tie Base Back Panel-Door				
Two (2)		Tie Base Back Panel				
Twenty-two (22)		Flat Side Panel				
Four (4)		Sawtooth End Panel				
Seven (7)		Sawtooth Mid Panel				
One (1)		Sawtooth Straight Panel				
Nineteen (19)		Sawtooth Mounting Cleats				
Ten (10)		Sawtooth Support				
Five (5)		Blank Double Doors				
Ten (10)		Frame Double Door				
Ten (10)		Main Panel				
Ten (10)		Main Top (single)				
Nine (9)		Straight Valance 5"				
One (1)		Straight Valance Special 13"				
Two (2)		4' Left Hand Angled Valance				
Three (3)		4' Right Angled Valance 5"				
One (1)		8' Left Hand Angled Valance Special 13"				
One (1)		4' Left Hand Angled End Valance Special 13"				
Twenty-three (23)		New Item 10" Reg Base				
Two (2)		4' Tie Base				
One (1)		8' Tie Base				
One (1)		Tie Rod & Flanges , 3 Rod & 6 Flanges				

FIDELCOR SERVICES INC.

(Lessor)

By:

(Signature)

Leasing Officer - Asset Manager

(Title)

5-27-88

(Date)

Windsor Shirt Company

(Lessee)

By:

(Signature)

Per

(Title)

5/25/88

(Date)

FIDELCOR SERVICES INC.

Attachment 1

Master Lease Schedule Number 00008 to
Master Lease Agreement Number 01174
or
Master Lease Finance Agreement Number n/a

Location of Equipment: 1001 Baltimore Pike, Springfield Plaza
Springfield, Delaware County, PA 19064

Description of Equipment

Supplier	Manufacturer	Model of Equipment	Number of Units	Serial Numbers	Location (If different from above, give address)	Lessor's Cost
One (1)		Cash Wrap Left Hand Wall Special Extension				
Six (6)		Special 4' 1 Sided Gondola				
Six (6)		End Cap				
Thirty-eight (38)		Gondola Back with base				
Thirty-seven (37)		Single Gondola End				
Three (3)		Double Gondola End				
One (1)		Tie Gondola				
Four (4)		Cube 12x16x30 Special				
Four (4)		Cube 12x16x34				
Two (2)		Cube 12x16x38 Special				
Three (3)		Slatwall Gondola End				
One-Hundred-Five (105)		Regular Shelf				
Ten (10)		Mann Shelf				
Twenty (20)		Slatwall Shelf				
Thirty (30)		Unfinished Shelve				
Four (4)		14" Tie Shelve				
Four (4)		16" Tie Shelve				
Four (4)		18" Tie Shelve				
EQUIPMENT LOCATION:	Annapolis Plaza 150 M Jennifer Road Annapolis, Anne Arundel County, MD 21401					\$43,538.63
Thirty-seven (37)		10" Reg Base				758.50
Above Equipment to include all attachments & accessories.						TOTAL: \$44,297.13

FIDELCOR SERVICES INC.

(Lessor)

Windsor Shirt Company

(Lessee)

By:

(Signature)

By: X

(Signature)

(Title)

(Title)

(Date)

(Date)

BOOK 529 PAGE 271

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. #255722 Dated 2/27/85

Record Reference Liber #483 Page #12

2. DEBTOR:

Name: Chesapeake Travel, Inc. T/A Travel Agents International
(Last Name First)

ADDRESS: Severna Park I, 844 Ritchie Highway, Severna Park, Md. 21146

3. SECURED PARTY IS:

NAME: Union Trust Co. of Md.

ADDRESS: 511 Crain Highway, S.E., Glen Burnie, Md. 21061

RECORD FEE 10.00

POSTAGE .50

#307490 C345 R01 T11:17

07/11/88

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RETURN TO:

DEBTOR'S ADDRESS

SEE ABOVE

SECURED PARTY

Now Known As
Union Trust Co. of Md. Signet Bank/Md.

BY:

Ronald M. Yell, Jr. (TITLE)
Manager

DATED: 07-05, 1988

Nancy L. Keenan
504 Andrew Hill Rd.
Arnold, Md 21012

10-
50

FINANCING STATEMENT FORM UCC-1

Identifying File No.

273681

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ See Attached

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Filed with County of Anne Arundel

Name PGL Industries, Inc.

Address 1981 Marcus Avenue, Lake Success, New York 11042

2. SECURED PARTY

AND 309 North Charles Street, Baltimore, MD 21201

Name Citicorp North America, Inc.

Address 450 Mamaroneck Avenue

Harrison, New York 10528

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Louis T. Mangan, Esq., c/o Rogers & Wells

200 Park Avenue, New York, New York 10166

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

All of Debtors accounts, inventory, machinery, equipment, fixtures, general intangibles, chattel paper, instruments, documents and other property, including the products and proceeds of the foregoing, whether now owned and existing or hereafter acquired or arising and wheresoever located, all as more particularly described on Schedule 1 attached hereto and made a part hereof.

NONE

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

RECORD FEE

POSTAGE

#172620 CTTT 104 11:05

07/11/08

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

PGL INDUSTRIES, INC. Gordon Gerard

Type or Print Above Signature on Above Line

CEO

(Signature of Secured Party)

Steven Fischer V.P.

CITICORP NORTH AMERICA, INC. V.P.

Type or Print Above Signature on Above Line

135.50

Rider A Attaching To and
Forming a Part of
Financing Statement on Form UCC-1

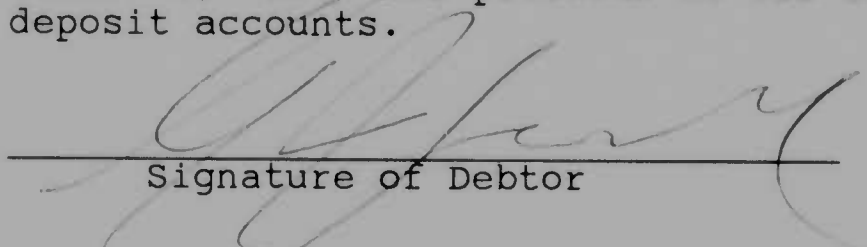
between

PGL Industries, Inc., Debtor

and

Citicorp North America, Inc., Secured Party

All of the Debtor's present and future: accounts, contract rights, chattel paper, and general intangibles (including, but not limited to, tax refunds and rights to receive tax refunds, insurance proceeds, patents and patent applications, copyrights, licenses, trademarks, trade names, customer lists, rights of indemnification, contribution and subrogation, royalties, computer programs, tapes and software, deposits, progress payments, blueprints and know-how), notes, instruments, deposit accounts; inventory of every kind and nature and wherever located, including, but not limited to, raw materials, work in process, finished goods, consigned goods to the extent of Debtor's interest therein, packing materials and advertising materials and all documents, documents of title and all records, files and writings relating to the same; all machinery, equipment, kilns, forms, office machinery, furniture, fixtures, conveyors, tools, materials storage and handling equipment, automotive equipment, trucks, forklifts, molds, dies, stamps, motor vehicles and other equipment of every kind and nature and wherever situated now or hereafter owned by Debtor or in which Debtor may have any interest (to the extent of such interest), together with all additions and accessions thereto, all replacements and all parts therefor, all manuals, blueprints, know-how, warranties and records in connection therewith, and together with all substitutes for any of the foregoing, all of the Debtor's rights and property in or with respect to letters of credit opened for or on behalf of Debtor and in the merchandise and documents relating thereto, including letters of credit, acceptances, documents of title, trust receipts, the merchandise covered thereby and the proceeds from the disposition thereof; all records and files relating to all of the foregoing, all Debtor's property of any kind in the possession or under the custody or control of Secured Party or any affiliate or correspondent of Secured Party or in which such affiliate may have a security interest or title retention interest; and all proceeds of all of the foregoing, including deposit accounts.


Signature of Debtor


To: Clerk of the Court for Anne Arundel County

Enclosed for filing ¹⁵¹ ~~151~~ UCC-1 Financing Statements
for PGL Industries, Inc. (the "Debtor"):

The Debtor does business in more than one county in
Maryland. Therefore, the recordation tax has been paid for this
filing to the State of Maryland Department of Assessments and
Taxation.

PGL INDUSTRIES, INC.
(Debtor)

Dated: July 6, 1988

By: 
David Savitsky
Secretary/Treasurer

STAFF

ROBERTS AND WELLS

1988

8

1987

Anne Arundel County
FINANCING STATEMENT

Identifying File No. 273095

If transaction or transactions wholly or partially subject to recordation tax
indicate amount of taxable debt here. \$ 110,000.00

If this statement is to be recorded in
land records check here. ☐

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR (S)

Name Crofton Muffler, Inc. T/A Midas Muffler
Address 1101 Route 3 North Crofton Auto Park, Crofton, Maryland

2. SECURED PARTY

Name FARMERS & MERCHANTS BANK OF HAGERSTOWN
Address 59 West Washington Street, P.O. Box 919
Hagerstown, Maryland 21741

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All of the Obligor's inventory, equipment and fixtures now owned and hereafter acquired, together with proceeds and products thereof.

RECORD FEE 12.00
RECORD TAX 170.00
POSTAGE .50
TOTAL 182.50
07/17/80
JEC

CHECK ☐ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
6. ☐ The Security Agreement executed in connection with this Financing Statement secures existing and future indebtedness.
- ☒ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)

DEBTOR(S):

SECURED PARTY:

CROFTON MUFFLER, INC.
T/A MIDAS MUFFLER

By: Joseph M. Sipocz, President

Farmers & Merchants Bank of Hagerstown

By: Susan S. Rickett

Title: Vice President

Mr. Clerk: Return to Farmers and Merchants Bank of Hagerstown
59 West Washington St., P.O. Box 919, Hagerstown, Maryland 21741

12-
770 SW

ANNE ARUNDEL COUNTY

273636

529 PAGE 276

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity Date (Optional):

Debtor and social security or IRS emp. ID number and Address

Secured Party and Address

Video Computer Svc.
Jim Bramble PRES
326B Rt. 3 South
Millersville, MD 21108

Sencore Inc.
3200 Sencore Drive
Sioux Falls, SD 57017

7-7-88

RECORD FEE 12.00
#172670 CFTT R04 T14-08
07/11/88
BW

This financing statement covers the following types (or items) of property:

Sencore Equipment

1 FS74

1 SCR250

1 FC71

1 RG67

1 SR68

1 PA241

1 ST65

For Filing Officer (Date, Time, Number, and Filing Office)

Assignee of secured party

Describe real estate (if collateral is crops) The above described crops are growing or are to be grown on, OR
(if collateral is goods which are or are to become fixtures) The above goods are affixed or to be affixed to:

"Not Subject to recordation taxes."
(Purchase money mortgages)

Check (X) if covered ☐ Proceeds of collateral are also covered ☐ Products of collateral are also covered

Number of additional sheets, if any

Filed with

Video Computer Svc.

Sencore Inc.

By James L. Bramble
Signature of Debtor

By Karen Viereck
Signature of Secured Party

JAMES BRAMBLE-PRESIDENT

KAREN VIERECK SECURED PARTY

Form: SOS UCC 310 07/80

UCC 1 - SOUTH DAKOTA UNIFORM COMMERCIAL CODE

Approved by: Secretary of State, State of South Dakota.

(1) FILING OFFICER COPY - ALPHABETICAL 17

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273687

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ None

If this statement is to be recorded in land records check here ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Craig M. Sharp D/B/A
Name Sharp Chiropractic & Nutrition Center
Address 520 Melrose Lane Severna Park, MD 21146

2. SECURED PARTY
Name MIDLANTIC COMMERCIAL LEASING CORP.
Address 225 West 34th Street, New York, N. Y. 10122

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Schedule "A"

RECORD FEE 12.00
HIT 2690 CTTT 204 114110
07/11/06
TBW

CHECK THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Craig M. Sharp
(Signature of Debtor)

Craig M. Sharp
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

J Banks
(Signature of Secured Party)
MIDLANTIC COMMERCIAL LEASING CORP.
J. BANKS
Type or Print Above Signature on Above Line

178-

Schedule referred to in and made part of agreement dated _____

between _____ and **MIDLANTIC COMMERCIAL LEASING CORP.**

LESSOR

QUANTITY	SERIAL NO.	DESCRIPTION (MFG., MODEL No.)	AMOUNT
4	9011M	Single Seater Modular Unit	
3	9012M	Two Seater Modular Unit	
1	9110-LA	Left Arm	
1	9110-RA	Right Arm	
4	9110-CA	Center Arm	
2	9110-LT	Left Table Arm	
2	9110-RT	Right Table Arm	
2	9010-CT	Corner Table W/Wood Trim	
1	Custom	Worksurface 19.9"x2' W/ (3) Box	
1	Custom	Lower Unit 10' 11" x 2' x 36'H Doors	
6	Custom	Mobile Cabinet 18" x 18" x 42" Single Hinged Door	
12	13121P-K	Chart Holder W/Steel Back	
6	Type 2/201	Coat Hook Mounting Bar	
6	420P-A	Quartz "Gothic" Clock	
1	664K-B-A-A	Wall Mounted Magazine Rack	
1	NOR36/ERG1	36" Laminate Table Top W/"X"	
2	CAN501	Vinyl Stacker Chair	
4	365-X-400	(4) Drawer Lateral File W/15" Doors	
16	612RS	Roll Out Shelf For Above	
18	6CF	Compressor For Above	
4	3066	Storage Cabinet W/(3) Adjust. Shelves	
8	6F-125	Base for Laterals & Store. Cabinets	
24	55-04-509	Wire Dividers	
7	N-1	Harter Martin Stoll Chair	
6	CAN502	STACKING Armchair	
1	Custom	Work Table 2' x 6' w/overhead shelf	
1	Custom	Rounded Counter Top with Wood Trim	

MIDLANTIC COMMERCIAL LEASING CORP.

LESSOR

TITLE

Craig M. Sharp

LESSEE

Dres

TITLE

TERMINATION STATEMENT

BOOK 529 PAGE 279

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. #265779 Dated 2-3-87

Record Reference Book 507 Page 329

2. DEBTOR:

Name: Coastal Communications, Inc.
(Last Name First)

ADDRESS: Route 11 532 Ridge Road Annapolis, Md. 21401

3. SECURED PARTY IS:

NAME: Signet Bank/Md. f/k/a Union Trust Co. of Md.

ADDRESS: P.O. Box 17063 Baltimore, Md. 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RETURN TO:

DEBTOR'S ADDRESS

SEE ABOVE

SECURED PARTY

Signet Bank/Md. f/k/a Union Trust Co. of Md.

BY: [Signature] (TITLE)

DATED: 6/22, 1988

15-

529 PAGE 280

4. <input type="checkbox"/> Filed for record in the real estate records	5. <input type="checkbox"/> Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) Cummings, Douglas M. C&L Farm 236 Kilmarnock Drive Millersville, MD 21108	2. Secured Party(ies) and address(es) Gainesway Farm, Inc. P.O. Box 11690 Lexington, KY 40577-1690	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE .50 #12710 CTTT R04 714:11 07/11/88
7. This statement refers to original Financing Statement No. 265067 filed (date) 12-2-86 with Anne Arundel Co. Maryland		
8. <input type="checkbox"/> A. Continuation <input checked="" type="checkbox"/> B. Termination <input type="checkbox"/> C. Release <input type="checkbox"/> D. Assignment <input type="checkbox"/> E. Amendment <input type="checkbox"/> F. Other	The original Financing Statement bearing the above file number is still effective. The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number. From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following: The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below. The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)	

By _____ Signature(s) of Debtor(s) (only on amendment)

By _____ Signature(s) of Secured Party(ies)

Gainesway Farm, Inc.

Filing Officer Copy — Alphabetical

Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101 STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC3 REV. 1980

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented.
1. Debtor(s) (Last Name First) and address(es) C&L Farm 236 Kilmarnock Drive Millersville, MD 21108	2. Secured Party(ies) and address(es) Gainesway Farm, Inc. P.O. Box 11690 Lexington, KY 40577-1690	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE .50 #170129 CITY RD4 114:12 07/11/88

7. This statement refers to original Financing Statement No. 265068 filed (date) 12-2-86 with Anne Arundel Co. Maryland

8. ☐ A. Continuation The original Financing Statement bearing the above file number is still effective.
☒ B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
☐ C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following.
☐ D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
☐ E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)
☐ F. Other

..... Gainesway Farm, Inc.
 By
 Signature(s) of Debtor(s) (only on amendment) Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

STATE OF MARYLAND
FINANCING STATEMENT FORM 529 PAGE 282

Identifying File No. 73859

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here. \$

If this statement is to be recorded
in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. ~~DEBTOR~~

Lessee:

Name DEVESE, INC., T/A FISHPAW'S LIQUORS

Address 954 Ritchie Hwy., Arnold, MD 21010

2. SECURED PARTY

Lessor:

Name Century Equipment Leasing Corporation

Address P.O. Box 157, Willow Grove, PA 19090

RECORD FEE

12.00

RECORD TAX

24.00

POSTAGE

.50

RECEIVED 11/11/78

11/11/78

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) Electro Freeze Soft Serve Machine #55TF

SIN FT 1678

Name and address of Assignee

New Jersey National Bank

CN-1

Pennington, NJ 08534

"TOTAL RECEIVABLE \$11,525.76."

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

X Kimberly Lawson
Kimberly Lawson, Sec. Treas.
DEVESE, INC.
T/A FISHPAW'S LIQUORS

Type or Print Above Signature on Above Line

Asst. Secy.

(Signature of Secured Party)

Century Equipment Leasing Corporation

Type or Print Above Signature on Above Line

12-84-90

STATE OF MARYLAND
FINANCING STATEMENT FORM OCC-1 PAGE 283

Identifying File No. 273521

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~XXXXXX~~ Lessee:

Name INTERCOASTAL SE, INC.
Address 2246 Bay Ridge Ave., Annapolis, MD 21403

2. SECURED PARTY Lessor:

Name Century Equipment Leasing Corporation
Address P.O. Box 157, Willow Grove, PA 19090

Return to

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- (1) Lincoln Weldan Power 150 Welder
(1) Miller MIG Welder SideKick

SIN A111333

Name and address of Assignee
Meridian Bank
5 Penn Ctr Plaza, 3rd Fl.
Philadelphia, PA 19103

"TOTAL RECEIVABLE \$2,988.00."

RECORD FEE 11.00
RECORD TAX 21.00
#172740 CTTY R04 T14913
07/11/88

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- ☒ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

Georges Dherlin President
INTERCOASTAL SE, INC.
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Dandy Haggerty Asst. Secy.
Century Equipment Leasing Corporation
Type or Print Above Signature on Above Line

2100

STATE OF MARYLAND

BOOK 529 PAGE 284

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 095530-C777 T15:33
RECORDED IN LIBER 524 FOLIO 480 ON 3/23/88 (DATE) FILED WITH ANNAPOLIS COUNTY, MD

1. ~~XXXXXX~~ LESSEE: #15755.01

Name B/R INSTRUMENT CORPORATION

Address P. O. Box 7, Pasadena, MD 21122

2. ~~SECURED PARTY~~ LESSOR

Name HBE LEASING CORPORATION

Address P. O. Box 27340, 11330 Olive Street Road, St. Louis, MO 63141

same as above

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 10.00
#157550 C777 R04 T14417
07/11/88

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
(Indicate whether amendment, termination, etc.)

ASSIGNEE: EXCHANGE NATIONAL BANK OF CHICAGO, AS TRUSTEE
120 S. La Salle Street
Chicago, IL 60603
GP #PA

ALL COLLATERAL AS LISTED ON THE ORIGINAL FILING

HBE LEASING CORPORATION

Dated

LS 6 V DE NOV 8861
1988 JUN 30 A 9 51

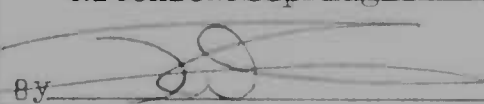
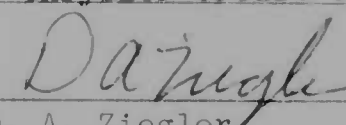
(Signature of Secured Party) LESSOR
G. H. Duello, Secretary/Controller

Type or Print Above Name on Above Line

1580

273693

529 PAGE 285


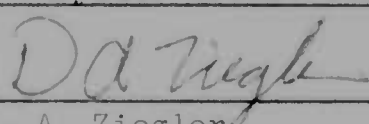
This Financing Statement is presented for filing pursuant to the Uniform Commercial Code		Maturity date (if any)
1. Debtor(s) Name(s) (Last Name First)		2. Debtor(s) Complete Address(es)
Ritchie Jeep Eagle		7234 Ritchie Highway Glen Burnie, Md. 21061
3. Secured Party(ies) and Complete Address(es)		4. Assignee(s) of Secured Party(ies) and Complete Address(es)
CHRYSLER CREDIT CORPORATION P.O. Box 995 Green Farms, Ct. 06436 ATT: Credit & Collection Dept.		
5. This Financing Statement covers the following types (or items) of property (Describe)		
Chief EZ Liner II Model AMCE5 Serial # E 27552		
6. <input checked="" type="checkbox"/> Proceeds of collateral are also covered	7. <input checked="" type="checkbox"/> Products of collateral are also covered	No. of additional sheets presented
8. Filed with Circuit Court Clerk of Anne Arundel County, Other		RECORD FEE 11.00 POSTAGE .50 #172790 6777 R04 T14+10 07/11/00
9. Transaction is <input type="checkbox"/> is not <input checked="" type="checkbox"/> (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If answer is affirmative, the amount of the initial principal debt is \$		
10. This Financing Statement shall be returned, after recordation, to the Secured Party, shown above, or to		
SIGNATURE(S) OF DEBTOR(S)		SIGNATURE OF SECURED PARTY(IES) OR ASSIGNEES
A Ritchie Jeep Eagle		Chrysler Credit Corporation
By 		By 
R. G. Manns, President		D. A. Ziegler
FILING OFFICER COPY		Title Branch Manager
TYPE OR PRINT NAMES CLEARLY BELOW SIGNATURES		

PLEASE RETURN TO:
CHRYSLER CREDIT CORP.
P. O. BOX 10015
TOWSON, MD 21204

1/50

273631

529 286

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code		Maturity date (if any):
1. Debtor(s) Name(s) (Last Name First) Dealers Outlet, Inc. DBA Ritchie Jeep Eagle		2. Debtor(s) Complete Address(es) 7234 Ritchie Highway Glen Burnie, Md. 21061
3. Secured Party(ies) and Complete Address(es) CHRYSLER CREDIT CORPORATION P.O. Box 995 Green Farms, Ct. 06436 ATT: Credit & Collection Dept.		4. Assignee(s) of Secured Party(ies) and Complete Address(es)
5. This Financing Statement covers the following types (or items) of property: (Describe) Chief EZ Liner II Model AMCE5 Serial # E27552		
6. <input checked="" type="checkbox"/> Proceeds of collateral are also covered.	7. <input checked="" type="checkbox"/> Products of collateral are also covered.	No. of additional sheets presented: _____
8. Filed with Circuit Court Clerk of Anne Arundel County; Other _____		
9. Transaction is <input type="checkbox"/> is not <input checked="" type="checkbox"/> (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If answer is affirmative, the amount of the initial principal debt is \$ _____		
10. This Financing Statement shall be returned, after recordation, to the Secured Party, shown above, or to		
SIGNATURE(S) OF DEBTOR(S): Dealers Outlet, Inc. A DBA Ritchie Jeep Eagle BY  R. G. Manns, President FILING OFFICER COPY		SIGNATURE OF SECURED PARTY(IES) OR ASSIGNEES: Chrysler Credit Corporation By  D. A. Ziegler Title: Branch Manager
TYPE OR PRINT NAMES CLEARLY BELOW SIGNATURES		

PLEASE RETURN TO:
CHRYSLER CREDIT CORP.
P. O. BOX 10015
TOWSON, MD 21204

12

273695

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented
(1) Debtor(s) (Last Name First) and Address(es) Chartwell Golf & Country Club 1 Chartwell Drive Severna Park, MD 21146	(2) Secured Party(ies) (Name(s) And Address(es)) Melex USA, Inc. 1221 Front Street Raleigh, NC 27609	RECORD FEE 11.00 POSTAGE .50 #172810 0717 PM 11/14/98 07/11/98 JEW For Filing Officer
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es)	
(5) This Financing Statement Covers the Following types [or items] of property. Fifteen (15) Model 252 Melex 4-wheel electric golf cars with batteries, tops and chargers with the following serial nos: 177745 177746 177747 177748 177749 177750 177751 177752 177753 177754 177759 177761 177763 177764 177765		
<input checked="" type="checkbox"/> Products of the Collateral Are Also Covered.		
(6) Signatures: Debtor(s) Chartwell Golf & Country Club By <u>R. B. [Signature]</u> Standard Form Approved by N.C. Sec. of State and other states shown above.		Secured Party(ies) [or Assignees] Melex USA, Inc. By <u>[Signature]</u> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)
(1) Filing Officer Copy - Numerical		UCC-1

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271362

RECORDED IN LIBER 522 FOLIO 225 ON 1/21/88 (DATE)

1. DEBTOR

Name Piping and Corrosion Specialties, Inc.

Address 8371 Jumpers Hole Road, Millersville, MD.

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc. F/K/A Credit Alliance, Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD.

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☒
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
(Indicate whether amendment, termination, etc.)

Partial Release only of the following: All goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture and fixtures, except the following:
One (1) 1982 Ford Model F700 Truck with Crane S/N 1FDNK74N8CVA38626 with Pittman Model HL85, S/N 3195-0170

Dated 6/29/88

First Interstate Credit Alliance, Inc.
F/K/A Credit Alliance Corporation

(Signature of Secured Party)

Type or Print Above Name on Above Line
LARRY F. KIMMEL, ADMIN. V.P.

STATE OF MARYLAND

Anne Arundel County

BOOK 529 PAGE 289

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 218301

RECORDED IN LIBER 387 FOLIO 130 ON 5/22/78 (DATE)

1. DEBTOR

Name Cascade Corporation T/A The Boat House

Address 7090 Furnance Branch Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation

Address P.O. Box 3190, Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Amendment ☒
(Indicate whether amendment, termination, etc.)

Please amend debtor's address to include: 8032 Forest Glen Drive, Pasadena, MD 21122, additional location of collateral. The name Borg-Warner Acceptance Corporation has been changed to Transamerica Commercial Finance Corporation.

Cascade Corporation T/A The Boat House

Barbara P. Springston V.P.

Dated 6/3/88

Borg-Warner Acceptance Corporation

J.N. Merker
(Signature of Secured Party)

J.N. Merker, District Control Mgr.

Type or Print Above Name on Above Line

STATE OF MARYLAND

Anne Arundel County

BOOK 529 PAGE 290

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 082480

RECORDED IN LIBER 518 FOLIO 313 ON 9/25/87 (DATE)

RECORD FEE 10.00
POSTAGE .50
422P180 4227 602 TOP:28
07/12/88

1. DEBTOR

Name Peter DeSilva T/A Viking Boat Supplies

Address 320 Sixth ST., Annapolis, MD 21403

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation

Address P.O. Box 3190

Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

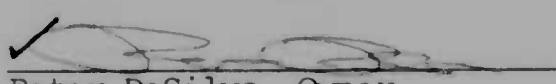
B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Amendment ☒
(Indicate whether amendment, termination, etc.)

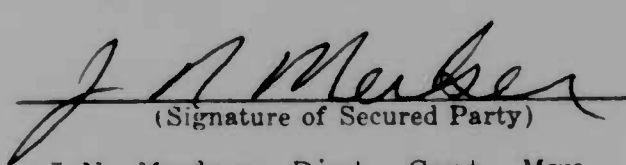
Please amend debtor's name to read DeSilva, Peter T/A Viking Boat Supplies

DeSilva, Peter T/A
Viking Boat Supplies


Peter DeSilva, Owner

Borg-Warner Acceptance Corporation

Dated December 16, 1987


(Signature of Secured Party)

J.N. Merker, Dist. Cont. Mgr.

Type or Print Above Name on Above Line

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 1951287 Dated 8/31/82
 Record Reference Film 2552 Folio 21267
Maryland State Department of Assessments and Taxation

2. DEBTOR is:

Name: Jet Blast, Inc.
 Address: 6800 Fort Smallwood Road, Baltimore, MD 21226

3. SECURED PARTY is:

Name: Maryland National Bank
 Address: 8480 Fort Smallwood Road, Pasadena, MD 21122
 Attn: Carl G. Hornfeck

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE, the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: Signet Bank/Maryland
Seven St. Paul Street
P. O. Box 1077
Baltimore, Maryland 21203
 Attn: Steven Zelenak (T1806)

RECORD FEE 10.00
 POSTAGE .50
 #145370 0040 R03 109:37
 07/12/88

RNM

SECURED PARTY:

Maryland National Bank

By: Melley M. Carmody
Assistant Vice President

Date: June 7, 1988

UCC-7

10.00
 .50

CAA 229
 Return
 To:

Guarantee Title Services, Inc.
 805 Equitable Building
 Towson, Maryland 21204

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:
 File No. 208473 Dated 2/22/83
 Record Reference Film 2575 Folio 00286
Maryland State Department of Assessment & Taxation

2. DEBTOR is:
 Name: Jet Blast, Inc.
 Address: 6800 Fort Smallwood Road, Baltimore, MD 21226

3. SECURED PARTY is:
 Name: Maryland National Bank
 Address: 5 Crain Highway, Glen Burnie, MD 21061

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE, the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: Signet Bank/Maryland
 Seven St. Paul Street
 P. O. Box 1077
 Baltimore, Maryland 21203
 Attn: Steven Zelenak (T1806)

RECORD FEE 10.00
 POSTAGE .50
 #145380 0040 R03 109:37
 07/12/88

Reim

SECURED PARTY:

Maryland National Bank

By: Mary M. Casper
Assistant Vice President

Date: June 7, 1988

UCC-7

10.00
 .50

CAA 229
 Return to:

Guarantee Title Services, Inc.
 805 Equitable Building
 Towson, Maryland 21204

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:
 File No. 51128491 Dated 4/22/85
 Record Reference Liber 2713 Folio 000546
Maryland State Department of Assessments & Taxation

2. DEBTOR is:

Name: Jet Blast, Inc.
 Address: 6800 Fort Smallwood Road, Baltimore, MD 21226

3. SECURED PARTY is:

Name: Maryland National Bank
 Address: 5 Crain Highway, N.E., Glen Burnie, MD 21061
 Attn: Gary W. Tyrrell

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE, the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RECORD FEE 10.00
 POSTAGE .50
 #145390 0040 R03 109:37
 07/12/88

RETURN TO:

Signet Bank/Maryland
 Seven St. Paul Street
 P. O. Box 1077
 Baltimore, Maryland 21203
 Attn: Steven Zelenak (T1806)

SECURED PARTY:

Maryland National Bank

By: Melby M. Carmody
Assistant Vice President

Date: June 7, 1988

10.00
 .50
 UCC-7

CAA 229
 Return
 Guarantee Title Services, Inc.
 805 Equitable Building
 Towson, Maryland 21204

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 53478203 Dated 12/13/85

Record Reference Receipt #117B2000118
Maryland State Department of Assessments & Taxation

2. DEBTOR is:

Name: Jet Blast, Inc.

Address: 7609 Energy Parkway, Suite 101, Baltimore, MD 21226

3. SECURED PARTY is:

Name: Maryland National Bank

Address: 5 Crain Highway, Glen Burnie, MD 21061
Attn: Gary W. Tyrrell

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE, the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RECORD FEE 10.00
 POSTAGE .50
 #145400 0040 R03 109:37
 07/12/88

RETURN TO: Signet Bank/Maryland
 Seven St. Paul Street
 P. O. Box 1077
 Baltimore, Maryland 21203
 Attn: Steven Zelenak (T1806)

SECURED PARTY:

Maryland National Bank

By: Mally M. Casimiro
Assistant Vice President

Date: June 7, 1988

10.00
 .50

UCC-7

CAA 229
 Return To:
 Guarantee Title Services, Inc.
 805 Equitable Building
 Towson, Maryland 21204

C-AN 229

529 PAGE 295

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 235562 Dated November 17, 1980

Record Reference 11/24/80 Anne Arundel County Liber 431 folio 494

2. DEBTOR:

Name: Jet Blast, Inc.
(Last Name First)

ADDRESS: 6800 Fort Smallwood Road, Baltimore, Maryland 21226

3. SECURED PARTY IS:

NAME: Signet Bank/Maryland (formerly Union Trust Company of Maryland)

ADDRESS: 7 St. Paul Street, Baltimore, Maryland 21202

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RETURN TO: DEBTOR'S ADDRESS Jet Blast, Inc.
6800 Fort Smallwood Road
Baltimore, Maryland 21226

SECURED PARTY

SIGNET BANK/MARYLAND

BY: Gordon DeGeorge
(TITLE)
GORDON DeGEORGE
Vice President

DATED: 7 June, 19 88

10.00
.50
POSTAGE
#145410 C040 R03 T09:38
07/12/88
TEW

Return to:

Guaranty Services, Inc.
805 Equitable Building
Towson, Maryland 21204

CAM 229

BOOK 529 PAGE 296

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:
File No. 244118 Dated 9/2/82
Record Reference Liber 453 Page 512 Clerk of Circuit Court of Anne Arundel County, MD
2. DEBTOR is:
Name: Jet Blast, Inc.
Address: 6800 Fort Smallwood Road, Baltimore, MD 21226
3. SECURED PARTY is:
Name: Maryland National Bank
Address: 8480 Fort Smallwood Road, Pasadena, MD 21122
Attn: Carl G. Hornfeck

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE, the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RECORDED
POSTAGE 10.00
#145420 0040 R03 109:39
07/12/88

RETURN TO: Signet Bank/Maryland
Seven St. Paul Street
P. O. Box 1077
Baltimore, Maryland 21203
Attn: Steven Zelenak (T1806)
SECURED PARTY:

Maryland National Bank

By:

Mally M. Carmody
Assistant Vice President

Date:

June 7, 1988

UCC-7

10.00
50

Return to:

Guarantee Title Services, Inc.
805 Equitable Building
Towson, Maryland 21204

CAA 229

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:
File No. 246222 Dated 2/16/83
Record Reference Liber 459 Page 131 Clerk of Circuit Court of Anne Arundel County
2. DEBTOR is:
Name: Jet Blast, Inc.
Address: 6800 Fort Smallwood Road, Baltimore, MD 21226
3. SECURED PARTY is:
Name: Maryland National Bank
Address: 5 Crain Highway, Glen Burnie, MD 21061

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE, the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RECORD FEE 10.00
POSTAGE .50
#145430 0040 R03 109:39
07/12/88
TEW

RETURN TO: Signet Bank/Maryland
Seven St. Paul Street
P. O. Box 1077
Baltimore, Maryland 21203
Attn: Steven Zelenak (T1806)
SECURED PARTY:

Maryland National Bank
By: Mally M. Carmody
Assistant Vice President
(Title)

Date: June 7, 1988

UCC-7

10.00
.50

Return to:

Guarantee Title Services, Inc.
805 Equitable Building
Towson, Maryland 21204

CAA-225

BOOK 529 PAGE 298

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 256127 Dated 4/12/85

Record Reference Liber 484 Page 21 Clerk of Circuit Court
of Anne Arundel County

2. DEBTOR is:

Name: Jet Blast, Inc.

Address: 6800 Fort Smallwood Road, Baltimore, MD 21226

3. SECURED PARTY is:

Name: Maryland National Bank

Address: 5 Crain Highway, N.E., Glen Burnie, MD 21061
Attn: Gary W. Tyrrell

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE, the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RECORD FEE 10.00
POSTAGE .50
#145440 0040 R03 109:39
07/12/88
TEN

RETURN TO: Signet Bank/Maryland
Seven St. Paul Street
P. O. Box 1077
Baltimore, Maryland 21203
Attn: Steven Zelenak (T1806)

SECURED PARTY:

Maryland National Bank

By: Molly M. Carmody
Assistant Vice President (Title)

Date: June 7, 1988

UCC-7

10.00
.50

Returned:

Guarantee Title Services, Inc.
805 Equitable Building
Towson, Maryland 21204

CAA-229

BOOK 529 PAGE 299

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 259584 Dated 12/11/85
 Record Reference Liber 492 Page 415 Clerk of Circuit Court
of Anne Arundel County, Maryland

2. DEBTOR is:

Name: Jet Blast, Inc.
 Address: 7609 Energy Parkway, Suite 101, Baltimore, MD 21226

3. SECURED PARTY is:

Name: Maryland National Bank
 Address: 5 Crain Highway, Glen Burnie, MD 21061

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE, the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO:

Signet Bank/Maryland
 Seven St. Paul Street
 P. O. Box 1077
 Baltimore, Maryland 21203
 Attn: Steven Zelenak (T10806)

RECORD FEE 10.00
 POSTAGE .50
 #145450 0040 R03 109:40
 07/12/88

TEW

SECURED PARTY:

Maryland National Bank

By:

Molly M. Carmody
Assistant Vice President

Date:

June 7, 1988

UCC-7

10.00
 .50

Return to:

Guarantee Title Services, Inc.
 805 Equitable Building
 Towson, Maryland

FINANCING STATEMENT FORM UCC-1

273701

Identifying File No.

14019

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 77 2150.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 4-26-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WILLIAM E CRANE & RICHARD I HUNT
Address 5630 TORQUAY BEACH WAY LINTHICUM, MD 21088

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P.O. BOX 997
GLEN BURNIE, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

GOLD CLIPS
STEREO ECG (2)
TELEVISION
VCR

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

RECORD FEE 12.00
RECORD TAX 17.50
POSTAGE .50
#145520 0040 R03 109-51
07/12/88

William E. Crane
(Signature of Debtor)

WILLIAM E CRANE
Type or Print Above Name on Above Line

Richard Hunt
(Signature of Debtor)

RICHARD I HUNT
Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

GINA JORDAN C.S.P.
Type or Print Above Signature on Above Line

12.00
17.50
30.00

12
17.50
30

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1000.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 6-28-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JAMES L. CLEMONS
Address 1112 BARNETT RD. FARMERS, MD. 21032

2. SECURED PARTY

Name MCO FINANCIAL SERVICES
Address P.O. BOX 887
CLON BUREAU, MD. 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

James Clemons
(Signature of Debtor)

JAMES L. CLEMONS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

GINA JORDAN, C.S.P.

Type or Print Above Signature on Above Line

11.00
35.00
1.50
11.00
35.00
.50
#145530 0040 R03 109:52
07/12/88

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273706

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2054.75

If this statement is to be recorded in land records check here. ☐

This financing statement Dated JUNE 22, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

#14172

1. DEBTOR

Name GEORGE AND MARJORIE SHIPLEY

Address 8040 WINDING WOOD RD #13
GLEN BURNIE, MD 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address PO BOX 907 GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

RECORD FEE 12.00
RECORD TAX 21.00
POSTAGE .50
#145540 C040 R03 109:52
07/12/88

George Shipley
(Signature of Debtor)

GEORGE SHIPLEY

Type or Print Above Name on Above Line

Marjorie C. Shipley
(Signature of Debtor)

MARJORIE SHIPLEY

Type or Print Above Signature on Above Line

Monica D. Carter
(Signature of Secured Party)

MONICA CARTER CSR

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 14168

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1607.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 6-16-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ELIZABETH A. BROWN

Address 136 DUNLAP RD. PASADENA, MD. 21122

2. SECURED PARTY

Name AMCO FINANCIAL SERVICES

Address P.O. BOX 802

GLENE BUNNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

ART, JEWELRY
TV
VCRCHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)RECORD FEE 11.00
RECORD TAX 14.00
POSTAGE .50
#145550 0040 R03 109:53
07/12/89Elizabeth A. Brown
(Signature of Debtor)ELIZABETH A. BROWN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)GINA JORDAN C.S.P.
Type or Print Above Signature on Above Line11.00
14.00
1.50
26.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273792

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1000.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 5/22/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ALAN W. & VANESSA W. HINKLEY

Address 7207 E. AFTON CT. HANOVER, MD. 21076

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 907

CLEM BURNETT, MD. 21041

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

STYLED
VCH
TV

12.00
14.00
1.50
27.50

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

RECORD FEE 12.00
RECORD TAX 14.00
POSTAGE .50
#145560 0040 R03 109:54
07/12/89

(Signature of Debtor)

ALAN W. HINKLEY

Type or Print Above Name on Above Line

VANESSA W. HINKLEY

(Signature of Debtor)

VANESSA W. HINKLEY

Type or Print Above Signature on Above Line

Gina Jordan

(Signature of Secured Party)

GINA JORDAN C.S.P.

Type or Print Above Signature on Above Line

BOOK

529 PAGE 305

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No.

273709

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3169.52

If this statement is to be recorded in land records check here. ☐

This financing statement Dated JUNE 14, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name

HOWARD REUWER

Address

7121 BALTO & ANNAP BLVD GLEN BURNIE, MD 21061

2. SECURED PARTY

Name

AVCO FINANCIAL SERVICES

Address

PO BOX 297 GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property; (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

RECORD FEE	11.00
RECORD TAX	24.50
POSTAGE	.50
#145570 0040 R03 109:54	
07/12/88	

Howard Reuwer
(Signature of Debtor)

HOWARD REUWER

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Carter
(Signature of Secured Party)

MONICA CARTER CSR

Type or Print Above Signature on Above Line

11.00
24.50
.50
36.00

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270710

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1515.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 6-02-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RAYMOND C. WILMOUTH

Address 4427-2 MOUNTAIN RD. PASADENA, MD, 21122

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 607

GLEN BURNIE, MD, 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Liquidation of TV

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

RECORD FEE 11.00
RECORD TAX 14.00
POSTAGE .50
#145580 0040 R03 109:55
07/12/88

11.00
14.00
1.50
26.50

Raymond C. Wilmoth

(Signature of Debtor)

RAYMOND C. WILMOUTH
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan

(Signature of Secured Party)

GINA JORDAN C.S.D.
Type or Print Above Signature on Above Line

529 307

FINANCING STATEMENT FORM UCC-1

STATE OF MARYLAND

Identifying File No. 273741

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1262.98

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 6-10-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WILLIAM L. MAYNELL
Address 8360 BALTO & ANNAP BLVD. PASADENA, MD. 21122

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P.O. BOX 997
GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Bicycle, Telescope, Garden Etc. Photo Equip, TV.
VCR, workshop Etc.

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

RECORD FEE 11.00
RECORD TAX 10.50
POSTAGE .50
#145590 0040 R03 109:57
07/12/88
JEW

William L. Maynell
(Signature of Debtor)

WILLIAM L. MAYNELL
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

GINA JORDAN C.S.R.
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270712

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3827.33If this statement is to be recorded in land records check here. ☐This financing statement Dated MAY 27, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SEVERN AND LOUISE JOHNSON
Address 648 DIGGS RD CROWNSVILLE MD 21032

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address PO BOX X 987 GLEN BURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee:

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

Antique Table & Chair
Mirror
Stove
TV
etc.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☐ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)

RECORD FEE 12.00
RECORD TAX 28.00
POSTAGE .50
#145600 C040 R03 T09:58
07/12/88

Severn Johnson
(Signature of Debtor)

SEVERN JOHNSON

Type or Print Above Name on Above Line

Louise Johnson
(Signature of Debtor)

LOUISE K JOHNSON

Type or Print Above Signature on Above Line

Mary K Bryant
(Signature of Secured Party)

MARY K BRYANT ADMIN ASST

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 210143

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1327.91

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 5-20-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BENJAMIN F. EVANS

Address 8063 GREEN ORCHARD RD. GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Excess Equip
Saxophone
Chairs
Stereo Equip
T.V.

Name and address of Assignee

RECORD FEE 11.00
RECORD TAX 10.50
POSTAGE .50
#145610 0040 R03 10:59
07/12/88

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00
RECORD TAX 10.50
POSTAGE .50
#145620 0040 R03 11:00
07/12/88
TEW

☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Benjamin F. Evans
(Signature of Debtor)

BENJAMIN F. EVANS

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

GINA JORDAN C.S.R.

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 10171

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1000.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 6-22-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PATRICIA T. THOMPSON
Address P.O. BOX 94 RT. 1000, MD. 20755

2. SECURED PARTY

Name AMCO FINANCIAL SERVICES
Address P.O. BOX 900
CLENBURG, MD. 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)RECORD FEE 11.00
RECORD TAX 14.00
POSTAGE .50
#145530 0040 R03 110:01
07/12/88
TEW

(Signature of Debtor)

Type or Print Above Name on Above Line

PATRICIA T. THOMPSON

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

JOYCE RALEY MGR.

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270755

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1465.50

If this statement is to be recorded in land records check here. ☐

This financing statement Dated JULY 9, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JAMES BENSON #1415 #14213

Address 8205 DEERFIELD CIRCLE SEVERN, MD 21144

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address 20 BOX 907 OLNEY MARYLAND

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CENTRAL HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

RECORD FEE 11.00
RECORD TAX 10.50
POSTAGE .50
#145640 C040 R03 110:02
07/12/88

James B. Benson
(Signature of Debtor)

JAMES BENSON
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Carter
(Signature of Secured Party)

MONICA CARTER CSR

Type or Print Above Signature on Above Line

500 529 PAGE 312

FINANCING STATEMENT FORM UCC-1

STATE OF MARYLAND

Identifying File No. 270746

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1725.07

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 6-20-99 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

DEBTOR

Name ERVIN L. & MARY C. ANDERSON

Address 318 BAYVIEW AV. FRODOVATER, MD. 21037

2. SECURED PARTY

Name ANCO FINANCIAL SERVICES

Address P.O. BOX 997

CLEV. HUNTER, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

DINENBROOK FURNITURE

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Ervin L. Anderson
(Signature of Debtor)

ERVIN L. ANDERSON
Type or Print Above Name on Above Line

Mary C. Anderson
(Signature of Debtor)

MARY C. ANDERSON
Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

GINA JORDAN C.S.R.

Type or Print Above Signature on Above Line

RECORD FEE 12.00
RECORD TAX 14.00
POSTAGE .30
#145760 0040 R03 111-10
07/12/99
TEW

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273717

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1400.50

If this statement is to be recorded in land records check here. ☐

This financing statement Dated JUNE 30, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LAWON DOTTSON

Address 1025 A FRYAR ROAD ST PAUL, MD 20855

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address PO BOX 997 GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

RECORD FEE 11.00
RECORD TAX 10.50
POSTAGE .50
#145770 C040 R03 111:11
07/12/88

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

11.00
10.50
.50
22.00

Lawon A. Dottson
(Signature of Debtor)

LAWON DOTTSON

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Carter
(Signature of Secured Party)

MONICA CARTER CSR

Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273713

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2500.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name _____

Address _____

2. SECURED PARTY

Name _____

Address _____

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

RECORD FEE 12.50
#145790 0040 R03 111:12
07/12/88CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)RECORD FEE 12.00
RECORD TAX 21.00
POSTAGE .50
#145790 0040 R03 111:26
07/12/88
JEW_____
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

18

(Signature of Secured Party)

Joyce M. Bailey

Type or Print Above Signature on Above Line

50

12.00
21.00
1.50
33.50

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented: Sch 01
1. Debtor(s) (Last Name First) and address(es) Earnest and Associates, Inc. 7455 New Ridge Road, Ste N Hanover, MD 21076	2. Secured Party(ies) and address(es) TransFinancial Leasing Corp. The Steffey Bldg., Ste 200B 407 Crain Highway Glen Burnie, MD 21061	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE 50 #145860 C040 R03 11:39 07/12/88 RHM
7. This statement refers to original Financing Statement No. 272023 bk-524 page-215 filed date 3/11/88 with Anne Arundel County		

8. ☐ A. Continuation The original Financing Statement bearing the above file number is still effective.
☐ B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
☐ C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
☒ D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
☐ E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)
☐ F. Other

ASSIGNEE: Perpetual Savings Bank, F.S.B.
250 W. Pratt St., Ste 950-
Baltimore, MD 21201

SEE ATTACHED LIST FOR EQUIPMENT
DESCRIPTION.

..... TransFinancial Leasing Corp.
By
Signature(s) of Debtor(s) (only on amendment) By
Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical
Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC3 REV. 1980

Earnest and Associates, Inc.

EQUIPMENT LIST

800: 529 PAGE 316

<u>QUANTITY</u>	<u>DESCRIPTION</u>
4 (four)	Executive Desks Walnut 36X72 #EN5610
3 (three)	Credenza - Kneehole - 72" Walnut #EN5414KSCD
1 (one)	Credenza - Sliding Doors - 72" Walnut #EN5414-72
1 (one)	Conference Table - 42" Round - Walnut #ENTC42R1
2 (two)	Conference Tables - Boat - Walnut #Bell3672
22 (twenty two)	Sled Base Side Chairs - Grey/Walnut #343
1 (one)	Secretarial Chair - Gas Lift - Grey/Chrome #4500
6 (six)	Stack Arm Chairs - Burgundy #102
2 (two)	Traditional Side Chairs - Walnut/Burgundy #2120-11
3 (three)	Conference Boards - Single Doors #MDE-2
1 (one)	Lecturn - Walnut #LE100
1 (one)	Omni Conference Board w/Screen - Walnut/Bronze #7600
2 (two)	Omni Conference Boards Screen - Walnut Veneer #7400
1 (one)	Kwik File - Office Maker Credenza - Grey #601551
20 (twenty)	Swivel Exec. Chairs - Mauve #TL100
9 (nine)	Stylux Tables - 30 x 60 - Walnut Chrome #6030T
1 (one)	Credenza - 48" Sliding Doors - Walnut #113048CR17
3 (three)	Folding Tables - 30 x 73 #SAM3072
4 (four)	Exec. L Units (30 x 60 w/30" Corner Connectors
4 (four)	Pedestal Unit #Virco
1 (one)	Triangle Units (30 x 60 Tables w/triangle and
1 (one)	Pedestal Units
1 (one)	Conference Table - Traditional 60" Round
1 (one)	Computer Work Area: 3 (three) Center Tables
	w/keyboard drawers; 3 (three) Tables, 48x24x29;
	1 (one) Rolling File; 1 (one) Pedestal; 2 (two)
	Pencil Drawers; 2 (two) Overhead Units; 1 (one)
	Work Table 30 x 60; 1 (one) Work Table
1 (one)	48 x 24 x 29 - Grey/Black Trim #Crown
1 (one)	Reception Desk Grey Laminate #Special
	Mobile Pedestal - Grey #1951

TransFinancial Leasing Corp.

BY:

TITLE: Frank J. Sarro, III, President

273720

529 PAGE 317

011-10-06654

011-13-06719

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLANDFINANCING STATEMENT

DATE: June 28, 1988

() Not Subject to Recordation Tax

(XX) Subject to Recordation Tax of \$ 49.00
Taxable Amount of Debt \$ 7,000.00NAME OF DEBTOR (S): Garrison E. Johnson
T/A Garrison's ContractorADDRESS: 316 Forest Beach Road
Annapolis, Maryland 21401NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT
ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF
PROPERTY:Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now
owned and hereafter acquired, excluding motor vehicles.RECORD FEE 12.00
RECORD TAX 49.00
POSTAGE .05
POSTAGE .45
#145920 0040 R03 113:01
07/12/88

TEW

DEBTOR(S):

Garrison E. Johnson
T/A Garrison's Contractor
(Company Name)

BY:

Garrison E. Johnson
Garrison E. Johnson, President

BY:

BY:

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY:

(Authorized Signature)

Paul R. O'Connell

Vice President

(Type Name and Title)

(NOTE: Type name under each
signature and if company,
type name of company and
name and title of authorized
signer.)

12-49-50

1150
☐ TO BE

☒ NOT TO BE

RECORDED IN
LAND RECORDS

273721

☐ SUBJECT TO

☒ NOT SUBJECT TO

Act - 88-975
RECORDING TAX
ON PRINCIPAL
AMOUNT OF \$

FINANCING STATEMENT

529 PAGE 318

1. Debtor(s):

Stephen B. Pallett

Name or Names—Print or Type

518 Oakham Court, Severna Park, MD 21146

Address—Street No., City - County State Zip Code

Arundel Hearing Center

Name or Names—Print or Type

821 W. Benfield Road, Severna Park, MD 21146

Address—Street No., City - County State Zip Code

2. Secured Party:

HARBOR LEASING ASSOC

Name or Names—Print or Type

701 Cathedral Street, Baltimore, Maryland 21201

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Grason Stadler 1715 clinical diagnostic audiometer (0407)
Grason Stadler 1725 portable diagnostic impedance bridge
Madsen 160 1000 real ear analyzer (24528)
Madsen HAT (B0120)
Madsen digitizer
Crown sound field amplifier (016789)
Two Techniques sound room speakers

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

RECORD FEE 11.00
POSTAGE .50
#145980 CO40 R03 T14:50
07/12/88
TEW

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☒ are ☐ are not covered.

DEBTOR(S)

SECURED PARTY

(Signature of Debtor)

Stephen B. Pallett, owner
Type or Print

(Signature of Debtor)

Type or Print

Harbor Leasing Associates

(Company, if applicable)

(Signature of Secured Party)

Mark M. Caplan, partner

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC., 701 Cathedral Street, Baltimore, Maryland 21201

1150

Clerk, Circuit Court
of AnneArundel County
Court House
P. O. Box 71
Annapolis, Maryland 21404

TERMINATION STATEMENT

For Filing Officer - (Date, Time, No. and Office)

Not to Be Recorded in Land Records

This Termination Statement is presented to a filing officer
for filing pursuant to the Maryland Uniform Commercial Code.

- 1.) Name of Debtor: InterCAD Corporation
Address: 2525 Riva Road
Annapolis, Maryland 21401
- 2.) Name of Secured Party: Maryland National Bank
Address: 10 Light Street
Baltimore, Maryland 21202

- 3.) Termination Statement: The Secured Party no longer
claims a security interest under the
financing statement identified below:
Book 507, Page 462

Instrument Receipt # 50892 0777
E01 T 15:05

Recorded on February 6, 1987

Secured Party:

Maryland National Bank

By: Keith W. Tomlinson Date: 6/15/88
Keith W. Tomlinson
Assistant Vice President

RECORD FEE 10.00
POSTAGE .50
#145080 0040 R03 T15:10
07/12/88

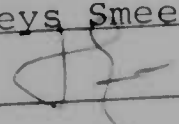
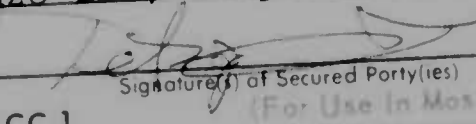
TEW

Please Return to:
Robert A. Bauman, Esquire
Miles & Stockbridge
11350 Random Hills Road
Suite 500
Fairfax, Virginia 22030

185

273722

529 PAGE 320

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3. Maturity date (if any)
1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
Holmatro Inc. 412 Headquarters Dr., Millersville MD 21108	Maruka Machinery Corp. of America 16 Chapin Rd., Pine Brook NJ 07058	RECORD FEE 11.00 POSTAGE .50 #146110 0040 R03 T15:35 07/12/88 Haw
4. This financing statement covers the following types (or items) of property: 1 unit Mori Seiki CNC Machining Center, Model MV-45B/40, Serial No. 1196, (MOR-939), with Fanuc 10M Control and Standard Accessories. This UCC financing statement will be immediately returned upon receipt of payment in full. NOT SUBJECT TO RECORDATION TAX BECAUSE THE EQUIPMENT IS BEING PURCHASED FROM THE SECURED PARTY.		5. Assignee(s) of Secured Party and Address(es)
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.		Filed with
Check <input checked="" type="checkbox"/> if covered <input type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented		
HOLMATRO, INC. Keey's Smeehuizen, Exec. Vice Pres.		
MARUKA MACHINERY CORP. OF AMERICA Tetsuzo Ino, Corp. Admin. Gen. Manager		
By  Signature(s) of Debtor(s)	By  Signature(s) of Secured Party(ies)	(For Use in Most States)
STANDARD FORM - FORM UCC-1.		
(1) Filing Officer Copy-Alphabetical		

STATE OF MARYLAND

BOOK 529 PAGE 321

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC.-- FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 205872

RECORDED IN LIBER 365 FOLIO 483 ON 11/4/76 (DATE)

1. DEBTOR

Name Smith, David G.Address Rt. 1, Box 228 B, Davidsonville, MD 21035

2. SECURED PARTY

Name ITT Industrial Credit Co.Address PO Box 9085, Richmond, VA 23225

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☒ XXXX
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00
POSTAGE .50
#146150 CL40 R03 T15:39
07/12/88

RPM

Dated

7/5/88

Jo Ann Williams
(Signature of Secured Party)

ITT Industrial Credit Co. 40728015

Type or Print Above Name on Above Line

10.00

FINANCING STATEMENT FORM UCC-1

Identifying File No. 283721

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-

tion tax indicate amount of taxable debt here \$61,406.40

If this statement is to be recorded in land records check here. ☐

ALSO FILED IN ANNE ARUNDEL, BALT. CITY & CO., HARTFORD, HOWARD AND MONTGOMERY TAX WAS PAID AT THE DEPT OF A & T

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Filed with County of Anne Arundel

Name PGL Industries, Inc.

Address 1981 Marcus Avenue, Lake Success, New York 11042

2. SECURED PARTY

AND 309 North Charles Street, Baltimore, MD 21201

Name Citibank, N.A.

Address 399 Park Avenue

New York, New York 10043

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Louis T. Mangan, Esq., c/o Rogers & Wells

200 Park Avenue, New York, New York 10166

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All of Debtors accounts, inventory, machinery, equipment, fixtures, general intangibles, chattel paper, instruments, documents and other property, including the products and proceeds of the foregoing, whether now owned and existing or hereafter acquired or arising and wheresoever located, all as more particularly described on Schedule 1 attached hereto and made a part hereof.

Name and address of Assignee

NONE

RECORD FEE 11.00
POSTAGE .50
#146160 0040 R03 715:41
07/12/88

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☒ (Products of collateral are also covered)

RETURN TO:
INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

SCOTT E. MILLER, V.P.
CITICORP BUSINESS LOANS
(914) 899-7701

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

PGL INDUSTRIES, INC.

Type or Print Above Signature on Above Line

(Signature of Secured Party)

CITIBANK, N.A.

Type or Print Above Signature on Above Line

Rider A Attaching To and
Forming a Part of
Financing Statement on Form UCC-1

BOOK 529 PAGE 323

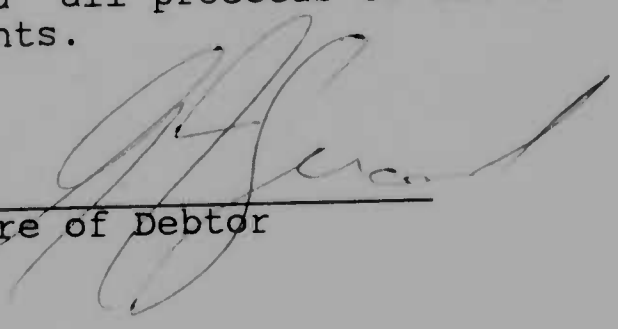
between

PGL Industries, Inc., Debtor

and

Citibank, N.A., Secured Party

All of the Debtor's present and future: accounts, contract rights, chattel paper, and general intangibles (including, but not limited to, tax refunds and rights to receive tax refunds, insurance proceeds, patents and patent applications, copyrights, licenses, trademarks, trade names, customer lists, rights of indemnification, contribution and subrogation, royalties, computer programs, tapes and software, deposits, progress payments, blueprints and know-how), notes, instruments, deposit accounts; inventory of every kind and nature and wherever located, including, but not limited to, raw materials, work in process, finished goods, consigned goods to the extent of Debtor's interest therein, packing materials and advertising materials and all documents, documents of title and all records, files and writings relating to the same; all machinery, equipment, kilns, forms, office machinery, furniture, fixtures, conveyors, tools, materials storage and handling equipment, automotive equipment, trucks, forklifts, molds, dies, stamps, motor vehicles and other equipment of every kind and nature and wherever situated now or hereafter owned by Debtor or in which Debtor may have any interest (to the extent of such interest), together with all additions and accessions thereto, all replacements and all parts therefor, all manuals, blueprints, know-how, warranties and records in connection therewith, and together with all substitutes for any of the foregoing, all of the Debtor's rights and property in or with respect to letters of credit opened for or on behalf of Debtor and in the merchandise and documents relating thereto, including letters of credit, acceptances, documents of title, trust receipts, the merchandise covered thereby and the proceeds from the disposition thereof; all records and files relating to all of the foregoing, all Debtor's property of any kind in the possession or under the custody or control of Secured Party or any affiliate or correspondent of Secured Party or in which such affiliate may have a security interest or title retention interest; and all proceeds of all of the foregoing, including deposit accounts.



Signature of Debtor

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. 273725

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR - LESSOR

Name FRED'S, INC. t/a FRED'S RESTAURANT
Address 2840 SOLOMONS ISLAND ROAD, ANNAPOLIS, MD 21401

2. SECURED PARTY - LESSOR

Name NELCO CORPORATION
Address P. O. BOX 537, LAUREL, MD 20707

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 MODEL C121HRP ICE-O-MATIC ICE MACHINE
SERIAL NUMBER: D715-01096W
- 1 MODEL 1300P-48 FOLLETT ICE STORAGE BIN
SERIAL NUMBER: 16827
- 1 MODEL 550P-30 FOLLETT ICE STORAGE BIN
SERIAL NUMBER: 16786
- 1 MODEL RC-120 ICE-O-MATIC REMOTE CONDENSER
SERIAL NUMBER: F704-00352W
- 1 MODEL RT340-502 ICE-O-MATIC TUBING KIT

(Assignee - The Finance Company of America, Limited Partnership)
Murray, Pa. 15120
CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☒ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)

RECORD FEE 12.00
POSTAGE .50
#146170 0040 R03 715:43
07/12/88

FRED'S, INC.

(Corporate or Trade Name)

Martha E. Christo
(Signature of Debtor)

MARTHA E. CHRISTO

Type or Print Signature

(Signature of Debtor)

Type or Print Signature

NELCO CORPORATION

Howard E. Nelson, Pres.
(Signature of Secured Party)

HOWARD E. NELSON

Type or Print Above Signature on Above Line

1850

1. Debtor(s) (Last Name First) and address(es) United Propane, Inc. 205 Najoles Rd. Millersville, MD 21108 (Ann Arundell County)		2. Commercial Code Cnemi-Trol Chemical Co. 2776 C.R. 69 Gibsonburg, OH 43431 (Sandusky County)	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) COUNTY 3.50
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4. This financing statement covers the following types (or items) of property:
36-420 Lb. LPG Containers: See Attached For Serial Numbers.
17-500 Gal. LPG Tanks.

NOTE NO. 1496
BOOK 529 PAGE 325
273726

5. Assignee(s) of Secured Party and Address(es):
RECORD FEE 11.00
R051066 C040 R03 T1504
07/12/88
TEW

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with: County Recorder
Check <input checked="" type="checkbox"/> if covered. <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
United Propane, Inc.		Chemi-Trol Chemical Co.
By: <i>[Signature]</i> Signature(s) of Debtor(s)	Title: <i>[Signature]</i> Title	By: <i>[Signature]</i> Signature(s) of Secured Party(ies) Fin. Div. Mgr. Title

CHEMI-TROL CHEMICAL CO.

GIBSONBURG, OHIO 43431



TANK DIVISION

2098 West State Street

FREMONT, OHIO 43420

PHONE

Area Code 419
334-2664

CHEMICAL GROUP

2776 C. R. - 69

GIBSONBURG, OHIO 43431

PHONE

Area Code 419
665-2367

UNITED PROPANE, INC.

NOTE NO. 1496

Serial Numbers:

36-420 Lb.:

77231	79706	78101	78506	78514	78515	78522	78555	78564	78570	78659
78665	78671	78677	78716	78719	78721	78726	78728	78734	78436	78740
78742	78748	78749	82478	82479	82498	82499	82500	82501	82505	82506
82507	82508	80009								

17-500 Gal.:

403286	403287	403288	403289	403290	406473	406474	406532	406533
409488	409489	409490	409491	409492	409493	409494	409495	

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 00000000

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
donor tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
to land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Samuel C. Chase, Jr.
Address 1514 Wampanag Drive Severn, Maryland 21144

2. SECURED PARTY

Name Washington Freightliner, Inc.
Address 201 Ritchie Rd Capitol Heights, Maryland 20743

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, Md 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

ASSIGNEE OF SECURED PARTY:
First Interstate Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd
Glen Burnie, Maryland 21061

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real
estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to
be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

Samuel C. Chase, Jr.
See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

(Signature of Secured Party)

Type or Print Above Signature on Above Line

LARRY F. KIMMEL, ADMIN. V.P.

RECORD FEE 17.00
POSTAGE 0040 R03 115933
#146100

07/12/88

RW

1750

CONDITIONAL SALE CONTRACT NOTE

TO: Washington Freightliner, Inc. FROM: Samuel C. Chase, Jr.
(Seller) (Buyer)
201 Ritchie Rd Capitol Heights, Md 20743 1514 Wampandag Dr. Severn, Md 21144
(Address of Seller) (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) 1988 Western Star 4964-2 Chassis w/14' Heil Body S/N 2WLPCCF4JK921922

(1) TIME SALES PRICE	\$ <u>108,589.40</u>
(2) Less DOWN PAYMENT IN CASH	\$ <u>8,000.00</u>
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$	<u>-0-</u>
(4) CONTRACT PRICE (Time Balance)	\$ <u>100,589.40</u>

*Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 1514 Wampandag Dr. Severn, Maryland 21144
Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred thousand five hundred eighty nine and 40/100***** Dollars (\$ 100,589.40)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 23rd day of August, 19 88, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,676.49 and the final installment being in the amount of \$ 1,676.49

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind, and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: July 7, 19 88

Accepted Washington Freightliner, Inc. (SEAL)
(Print Name of Seller Here)

By: _____

(Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

Samuel C. Chase, Jr. (SEAL)
(Print Name of Buyer-Maker Here)

By: Samuel C. Chase, Jr.
Co-Buyer-Maker: (SEAL)

(Print Name of Co-Buyer-Maker Here)

By: _____

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) immediately deliver possession of the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisalment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York. Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) _____ (L.S.)	_____ (L.S.) _____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)
_____ (L.S.) _____ (L.S.)	_____ (L.S.) _____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York. Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossession and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____	_____ (SEAL) _____ (Corporate, Partnership or Trade Name or Individual Signature)	} Signature of Seller
_____ (Witness)	By: _____ (Signature, Title of Officer, "Partner" or "Proprietor")	

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 7, 1988

between Washington Freightliner, Inc., as Seller/Lessor/Mortgagee,

and Samuel C. Chase, Jr., 1514 Wampandag Dr. Severn, Maryland 21144

(Name) (Address)
as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease to or mortgage of the Property by Obligor in the ordinary course of business and is the only agreement with respect thereto; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured (and will continue to be so) and we will fulfill our obligations to Obligor with respect to same; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property; and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; and that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. If any of our representations are or become untrue, we will immediately pay to FICAI the then unpaid balance outstanding under the contract without requiring FICAI to proceed against any person or property. **In consideration of FICAI accepting this assignment, we hereby designate and appoint Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as our true and lawful attorney-in-fact and agent for us and in our name, place and stead, to accept service of any process within the State of New York, FICAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected.** FICAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to FICAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in FICAI's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that FICAI shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon FICAI's request, pay to FICAI in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by FICAI in accordance with FICAI's usual procedures and will be such amount as will enable FICAI to receive, with respect to the contract, such rate of return as FICAI would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto FICAI any interest that we may have in the Property and/or any monies that FICAI may be holding for our account. Upon our execution hereof, we shall have no authority without FICAI's prior written consent to accept collections and/or repossess and/or consent to the return of the Property and/or modify the terms of the contract. **We agree to the exclusive venue and jurisdiction only of courts having situs within the State and County of New York for all actions, proceedings, claims, counterclaims and crossclaims relating to the contract and this Assignment.**

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned

hereby is \$ 100,589.40

IN WITNESS WHEREOF, we have hereunto set our hand and seal this

7th day of July, 19 88

Washington Freightliner, Inc. (Seal)

(Seller/Lessor/Mortgagee)

By: 

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

To be filed with
Anne Arundel County

BOOK 529 PAGE 331

273723

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) Eastern Cable & Communications Corporation 6427 Freedom Drive Glen Burnie, MD 21061	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <u>Kenneth - Tolson</u> Return to Secured Party
---	---

3. This Financing Statement covers the following types (or items) of property:

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

☒ A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Telephone Cable Repair & Service (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

☒ B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

☒ C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

☐ D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

☒ E. Other. One (1) 1986 Case Maxi Sneaker Plow - S/N 1165786
One (1) 1978 Case Maxi Sneaker Plow - S/N 1189478

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 20,000.00

DEBTOR: Eastern Cable & Communications Corporation

SECURED PARTY:
SIGNET BANK/MARYLAND

By: X Cynthia M. Pohlman
(Type Name)
Cynthia M. Pohlman, President

By: X Steven M. Wienecke
Steven M. Wienecke, CLO
(Type Name)

By: X John L. Pohlman, Jr.
John L. Pohlman, Jr. Vice President

June 27 1988
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.

RECORD FEE 11.00
RECORD TAX 140.00
POSTAGE .50
#138600 C040 R03 111:07

07/13/88

0012-1671-0000/4

88 JUL 13 AM 11:17

H. ERLE SCHAFER
CLERK

RETURN TO: Blumenthal, Wayson, Downs & Offutt, P.A.
P.O. Box 868, 121 Cathedral Street
Annapolis, MD 21404

529 PAGE 332

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/89

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 251243 recorded in
Liber 471, Folio 408 on 3/15/84 (Date).

1. DEBTOR(S):

Name(s) Carpet Corral, Inc.

Address(es) 8009 A Jumpers Hole Road, Pasadena, MD 21122

2. SECURED PARTY:

Name Suburban Bank

Address 31 Light Street, Baltimore, MD 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.
4. ☒ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6. ☐ AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

Sovran Bank/Maryland Formerly Known As Suburban Bank
SECURED PARTY

Betty L. Talbott

By Betty L. Talbott

Commercial Loan Operations Officer
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

10.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273739

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Daniel and Michele Saffran

Address Severn MHP, Lot 31, Rt. 170 Telegraph Rd., Severn, MD 21144

2. SECURED PARTY

Name THE BANK OF BALTIMORE

Address Baltimore & Charles Streets, Baltimore, MD 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1980 Windsor Mobile Home, 70' x 14', Serial No. FCKZW17012070

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Daniel J Saffran
(Signature of Debtor)

Daniel Saffran
Type or Print Above Name on Above Line

Michele J Saffran
(Signature of Debtor)

Michele Saffran
Type or Print Above Signature on Above Line

Juanita Hamilton
(Signature of Secured Party)

Juanita Hamilton
Type or Print Above Signature on Above Line

RECORD FEE 12.00
#145810 0040 R03 109:34
07/14/88

273731

BOOK 529 PAGE 334

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Douglas D Cook

Lot 49 Summerhill Mobile Home Court
Crownsville Road
Crownsville, Md 21032

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).
1988 14x70 Holly Park / Forest Park 03 FP 10772
Steps, Central Air Conditioning, Anchors, Skirting
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

✓ Douglas D. Cook
DOUGLAS D. COOK

THE SAVINGS BANK OF BALTIMORE

BY

Juanita Hamilton

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes, which has been assigned to The Savings Bank of Baltimore.

RECORD FEE 11.00
#146820 0040 R03 109:35
07/14/88

PCS 0847

Debtor or Assignor Form

Anne Arundel Co. MARYLAND FINANCING STATEMENT

☐ Not subject to Recordation Tax☒ Subject to Recordation Tax. Principal Amount is \$ 10,000.00 (70.00)☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)DEBTORSECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

D.S.C., Inc.

(Name)

2138 Generals Highway

(Address)

Annapolis, Maryland 21401

Attn Gerard R. Mikulski 101-560

(Name of Loan Officer)

P.O. Box 1596

(Address)

Baltimore, Maryland 21203

1. This Financing Statement covers the following types (or items) of property (the collateral). (attach separate list if necessary)

1) All of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Borrower, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Borrower's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Borrower's now owned and hereafter acquired inventory, wherever located, including but not limited to raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts bonds, stocks, certificates, advances, deposits, tradenames, licenses, patents and cash value of life insurance, all of which, including the above-described Equipment, Accounts, Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Borrower's assets in which bank has been or is hereafter granted a security interest under any security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into possession of Bank, as well as all proceeds and products thereof; (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate

Record Owner, if different from the Debtor

3. ☐ Products of the collateral are also specifically covered

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

D.S.C., Inc.

(Seal)

X Steve Chait V.P. (Seal)
 (Signature)
 STEVE CHAIT V.P.
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)

D.S.C., Inc.

(Seal)

X Stuart Schloss V.P. (Seal)
 (Signature)
 Stuart Schloss V.P.
 (Print or Type Name)

RECORD FEE 11.00
 RECORD TAX 70.00
 POSTAGE .50
 #146830 0040 R03 709:38
 07/14/88
 TEW

**FINANCING STATEMENT
AND SECURITY AGREEMENT**

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es): (last name first) American Homes Corp. 647 Revell Highway Annapolis, Maryland 21401	2. SECURED PARTY THE PARADIES DISTRIBUTING CO. 3000 Waterview Avenue Baltimore, Maryland 21230
--	--

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

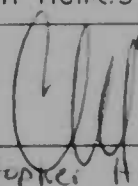
6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

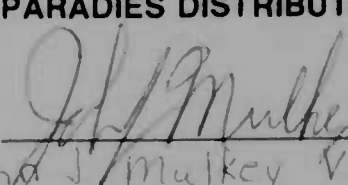
DEBTOR:

SECURED PARTY:

American Homes Corp.

(Type Name)
By:  (SEAL)
Christopher A. Hill, President
By: _____ (SEAL)

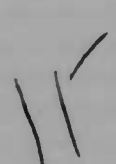
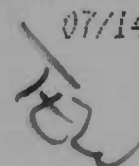
THE PARADIES DISTRIBUTING CO.

By: 
John J. Mulkey Vice President / Treasurer

(Date Signed by Debtor) 19 ____

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.
Under each signature, type or print name of person signing and title, if any.
MD, VA, DC, PA - Inventory

RECORD FEE 11.00
#146850 0040 R03 109:45
07/14/88



FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE
Terms and Conditions of Security Agreement

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely; (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

529 PAGE 337

*****CROSS INDEX INTO FINANCE*****

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.☒ TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use

File No. _____
Date & _____
Hour _____

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement 512 209Date of Filing 5/14/87 Record Reference 267600

Maturity date (if any) _____

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
<u>Boswell, Roy</u>	<u>690</u>	<u>Waugh Chapel Road</u>	<u>Odenton, Maryland</u>	<u>21113</u>
<u>Boswell, Enola</u>				

Name of Secured Party or assignee	No.	Street	City	State
<u>Griffith Consumers Company</u>	<u>2510</u>	<u>Schuster Dr.</u>	<u>Cheverly, Maryland</u>	<u>20781</u>

CHECK APPLICABLE STATEMENT

- ☐ CONTINUATION
The original Financing Statement identified above by file number is still effective.
- ☒ TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- ☐ RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ☐ ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- ☐ OTHER

RETURN TO:

RECORD FEE 10.00
POSTAGE .50
#146880 0040 R03 110:35
07/14/88

TEW

Debtor(s) or assignor(s)

Griffith Consumers Company (Seal)
(Corporate, Trade or Firm Name)Henry C. Jeffries
Signature of Secured Party or AssigneeVICE PRESIDENT

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)~~12.50~~
10.50

1

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Michael P. Treanor d/b/a Treanor Cable Co. 1193 Dorsey Rd Harmens, MD 21077	2. Secured Party(ies) and address(es) Circle Business Credit, Inc. 110 S. Jefferson Plaza Whippany, NJ 07981	For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 #146930 0040 R03 T11:03 07/14/88 RDM
4. This statement refers to original Financing Statement bearing File No. 248230 C345 R01 Filed with Clerk of the Circuit Court Filed 4/27 19 88		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input checked="" type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10. Debtors Address Corrected to the following: 1193 Dorsey Road Hanover, MD 21076		
Michael P. Treanor d/b/a Treanor Cable Co.		Circle Business Credit, Inc.
By: <u>X Michael Treanor</u> Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).		By: <u>[Signature]</u> Signature(s) of Secured Party(ies)
(1) Filing Officer Copy - Alphabetical		STANDARD FORM - FORM UCC-3

BOOK 529 PAGE 340

File No.

Record Reference: Liber.....

Folio.....

TERMINATION STATEMENT

..... To Be Recorded in the Land
Records. (For Fixtures Only)

The undersigned Secured Party of Record presents the following Statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. The identifying file number, record reference and date of filing of the original Financing Statement to which this Termination Statement shall apply are:

File Number: #244216.....;

Record Reference: Liber...454..... Folio...37...to...#38.....; #147060 0040 R03 111:35

Date of Filing: 9/14/82.....

RECORD FEE 10.00
POSTAGE .50
#147060 0040 R03 111:35
09/14/88
TEW

2. The name(s) and address(es) of the Debtor(s) is(are):

Name of DebtorAddress

Family Floors, Inc.

522 Ritchie Highway, Severna Park, Md. 21146

3. The name and address of the Secured Party of Record is:

Union Trust Co. of Md. Baltimore & St. Paul Sts, Baltimore, Md. 21202

The Secured Party of Record further certifies that it no longer claims a security interest under the above original Financing Statement or any continuation thereof.

WHEREFORE, the Secured Party of Record requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to note this Termination Statement in the index and to return this Termination Statement to the Debtor(s) at the foregoing address.

Secured Party of Record

Now Known As
Union Trust Co. of Md. Signet Bank/Md.

Dated: June 30, 1988

By: Gloria U. Bolton

GLORIA U. BOLTON LAO

MAIL TO:
THE CITIZENS NATIONAL BANK
390 Main Street
Laurel, MD 20707

Type or print all names
and titles under signatures.

ILD-121-3M

15.80

529-341-

not used

7-14-88

273735

FINANCING STATEMENT

TAXATION DEBT \$6,403.20

Not subject to recordation tax

\$127.00 PAID TO THE A.A

COUNTY CHECK FILED COURT

1. Name of Debtor(s): ROBERT SALES THE CAPITAL FOOD SERVICE
Address: 107 WALLACE MAHER ROAD
EDLWATER, MARYLAND 21037

2. Name of Secured Party: THE ANNAPOLIS BANK AND TRUST COMPANY
Address: P.O. BOX 311
ANNAPOLIS, MARYLAND 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property: 5 DIXIE MARCH MACHINES, SERIAL NUMBER 3888, THREE MARCH VALUETONES, 2 MARCH TEE COLORED COIN MACHINES, SERIAL NUMBERS 110-18324 AND 711-20091, ONE AUTOMATIC PEG SER NUMBER C50174, ONE AUTOMATIC PEG "C" SERIAL BOND 1174, ONE ROLLS SERVICE MARCH 112, SERIAL NUMBER 30000, ONE DIXIE-MARCO 30000 FINE, SERIAL NUMBER 1484, ONE PDL ECOAL SER, 32 LELIE WILDM, SERIAL NUMBER 19255, ONE ROLLS

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable: type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to: SERIAL NUMBER 115-VN-Q - SEC-CAT, ONE THROWS 18-LWPJBL-9, ONE CTR MACHINE

RECORD FEE 11.00
RECORD TAX 115.50
POSTAGE .50
#147090 0040 R03 111:38
07/14/88

Debtor(s): ROBERT SALES, JR.

Secured Party:

The ANNAPOLIS BANK AND TRUST CO.
(Type Name of Dealership)

By John Paul Keenher
(Authorized Signature)

John Paul Keenher, JR.
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

ANNE ARUNDEL COUNTY
ACC. #044-68-566999

529 343

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 253976 Dated Sept. 25, 1984
Record Reference Book 478, Page 138

2. DEBTOR is:

Name: Eddy, David R.
(Last Name First)
Address: 101 Ridge Chapel Road, Hanover, MD 21076

3. SECURED PARTY is:

Name: Signet Bank/Maryland FORMERLY KNOWN AS
UNION TRUST COMPANY OF MARYLAND
Address: P. O. Box 1573, Baltimore, MD 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO:

SIGNET BANK/MARYLAND
P. O. BOX #1573, BALTIMORE, MARYLAND 21203

SECURED PARTY: FORMERLY KNOWN AS
UNION TRUST COMPANY OF MARYLAND

Signet Bank/Maryland

Date: June 28, 1988

By: Bremen I. Trail
Bremen I. Trail (Title)
Assistant Vice President

012-1721-0537

SIGNET BANK/MARYLAND
CONSUMER LOAN DEPT.
P. O. BOX 1573
BALTIMORE, MD. 21203

J. M. HITCH

RECORD FEE 10.00
POSTAGE .50
#147110 C040 R03 111:50
07/14/88

TEW

Balance - \$10.00
Postage .50
\$10.50

273736

500*

529 PAGE 344

Policarpio G. Mijares, Jr.
Georgina Mijares
315 Songwood Court
Millersville, MD 21108

Bailey Banks & Biddle
Marley Station
7900 Ritchie Hwy.
Glen Burnie, MD 21061

1. Debtor(s) (Last Name First) and address(es)

2. Secured Party(ies) and address(es)

3. This financing statement covers the following types (or items) of property.

One ladies 14Kt yellow gold diamond solitaire
ring featuring one 2.14 Ct round brilliant cut
diamond, H-SI1. Value \$10,016.50

RECORD FEE 12.00
POSTAGE .50
#147170 0040 R03 T12:18
07/14/89
EU

For Filing Officer (Date, Time, Number, and Filing Office)

Check [X] if covered: ☐ Proceeds of collateral are also covered ☐ Products of Collateral are also covered. Maturity date (if any) _____ 19____
File with: _____

By:

Signature(s) of Debtor(s)

By:

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy

Form No. LFUCC-1

MAY

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273737

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 25,000.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Coastal Group, Ltd.
Address Pier 4, 301 4th Street, Annapolis, MD 21403

2. SECURED PARTY

Name Farmers National Bank of Maryland
Address 5 Church Circle
Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 Canon NP 2015S Copier, 1 Sharp FO300 Facsimile, 1 Comdial Telephone System, Computer Hardware & Software, Office furniture and all peripheral attachments or equipment now owned or hereafter acquired by Borrower and all proceeds (cash and non-cash) of such equipment.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)RECORD FEE 11.00
RECORD TAX 175.00
POSTAGE .50
#147180 0040 R03 T12:20
07/14/88
ELW☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

The Coastal Group, Ltd.

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

File # 16999 C 777

Date & Hour of Filing: 7/23/86 11:08 a.m.

Index numbers of subsequent statements (For office use only)

501-34

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Alexandria Physician's Group, Ltd.
8101 Hinson Farm Road, Suite 318
Alexandria, Virginia 22306

Check the box indicating the kind of statement. Check only one box.

- () ORIGINAL FINANCING STATEMENT
() CONTINUATION-ORIGINAL STILL EFFECTIVE
() AMENDMENT
() ASSIGNMENT
() PARTIAL RELEASE OF COLLATERAL
(x) TERMINATION

Name & address of Secured Party

Central Fidelity Bank
8117 Leesburg Pike
Vienna, VA 22180

Name & address of Assignee

RECORD FEE 10.00
POSTAGE .50
#147190 C040 R03 712:25
07/14/88

Date of maturity if less than five years

Check if proceeds of collateral are covered
()

Description of collateral covered by original financing statement All equipment, machinery, and fixtures of Debtor, including but not limited to all automotive equipment, motor vehicles, fixtures, furniture, parts, tools, dies, accessories, attachments, supplies, substitutions, additions, accessions, and replacements thereto, now owned or hereafter acquired, which collateral is hereinafter collectively referred to as "Equipment". The aforementioned collateral will be located at 2005 West Street, Annapolis, Maryland 21401. The name of the company is One to One Personal Medical Care, P.C.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date)

Central Fidelity Bank

Signature of Secured Party if applicable (Date)

Michael V. Paulson, V.P.

COM 130 (ORIG. 8/82)

10.00
50

Clerk of Anne Arundel (Maryland) Court

273739

STATE OF MARYLAND

ANNE ARUNDEL COUNTY - MD

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 529 PAGE 347

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated June 29, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cherry Hill Construction, Inc.

Address 8170 Mission Road, Jessup, MD 20794

2. SECURED PARTY

Name Concord Commercial Corporation

Address 210 Goddard Blvd., King of Prussia, PA 19406

(7572-2VB)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

(3) Mack Trucks Model RD690SX
With J & J 14' Dump Bodies

Name and address of Assignee

and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the Debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the Debtor to dispose of the above described collateral.

RECORD FEE 11.00
POSTAGE .50
#147210 0040 R03 712:56
07/14/88

TEW

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

BY:

(Signature of Debtor)

Cherry Hill Construction, Inc.

Type or Print Above Name on Above Line

James A. Openshaw, Jr./President

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

JULIE M. TABIANO, ADM.
Concord Commercial Corporation

Type or Print Above Signature on Above Line

1750

273710

BOOK 529 PAGE 348

A.A. Co
C-02-05685-1

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don't tax indicate amount of taxable debt here. \$ 194,000.00

If this statement is to be recorded
in land records check here. ☐

Recordation Tax paid to Anne Arundel County in the amount of \$1,358.00.
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Arundel Crane Service Corporation

Address 115 Wellham Ave. N.E. Glen Burnie, MD 21061

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.

Address P.O. Box 1680 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 33.00
RECORD TAX 1358.00
POSTAGE .50
#146800 0040 R03 109:29
07/14/88

☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Arundel Crane Service Corporation

See attached for original signature

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

(Signature of Secured Party)

Type or Print Above Signature on Above Line
CARRY F. KIMMEL, ADMIN. V.P.

33
1358.00
50

*Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc.

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CREDIT ALLIANCE CORPORATION
770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021

— SECURITY AGREEMENT —
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 20th day of June, 1988 by and between
Arundel Crane Service Corporation having its principal place of business at
115 Wellham Ave. N.E. Glen Burnie, MD 21061

Mortgagor and First Interstate Credit Alliance, Inc. Mortgagee

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, conveys, conveys, endorses, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsements, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, on matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business which is Mortgagor's address shown above, unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1.15 or 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste, misuse, abuse or destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies in amounts and under policies acceptable to Mortgagee; the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney in fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary) to protect the Mortgaged Property and the lien of this Mortgage thereon with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will execute any instruments or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set off, recoupment claim, counterclaim or cross complaint which Mortgagee may have against Mortgagor, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart R. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagee's true and lawful Attorney in fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York. Mortgagor agrees to notify Mortgagee at Mortgagee's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree in the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and, all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property, to any action in the nature of replevin or sequestration, such bond to be no less than the value of such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating herein shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross claims, set offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagee for deposit, discount or collection. Such applications may be made in any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located on the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective, however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST

Arundel Crane Service Corporation

Mortgagor

(Seal)

Secretary

By

(Title)

STATE OF Maryland
COUNTY OF Anne Arundel

SS

David A. Cearfoss

being duly sworn, deposes and says

1. He is the President of Arundel Crane Service Corporation (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.

2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any lien held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.

3. Mortgagor is solvent and justly indebted to First Interstate Credit Alliance, Inc. (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.

4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.

5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this

day of

19

NOTARY PUBLIC

STATE OF

COUNTY OF

SS

day of

19

in (Place)

in said County, before me personally appeared

to me personally well known

(For Individual)

as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and considerations therein mentioned and contained.

(For Partnership)

and known as and to be a member of the partnership of

and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)

to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the

of

Arundel Crane Service Corporation

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Notarial Seal)

NOTARY PUBLIC

CA1 8777

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated June 20th 19 88 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	JLG Boom Man Lift (Equip. No 1004)	40F	730806
One (1)	JLG Boom Man Lift (Equip. No 1005)	40F	738687
One (1)	JLG Boom Man Lift (Equip. No 1006)	40F	740297
One (1)	JLG Boom Man Lift (Equip. No 1008)	40F	729076
One (1)	JLG Boom Man Lift (Equip. No 1009)	40F	729056
One (1)	JLG Boom Man Lift (Equip. No 1015)	40F	722805
One (1)	Snorkel Boom Man Lift (Equip. No 1016)	TB42P	078107
One (1)	Snorkel Boom Man Lift (Equip. No 1017)	TB42P	078106
One (1)	JLG Boom Man Lift (Equip. No 1018)	60F	726076
One (1)	JLG Boom Man Lift (Equip. No 1019)	60F	728586
One (1)	JLG Boom Man Lift (Equip. No 1020)	60F	755139
One (1)	JLG Boom Man Lift (Equip. No 1021)	60F	755149
One (1)	Snorkel Boom Man Lift (Equip. No 1025)	TB50P	079405
One (1)	Snorkel Boom Man Lift (Equip. No 1026)	TB50P	079035
One (1)	JLG Boom Man Lift (Equip. No 1027)	40F	703833
One (1)	Hyster Scissor Man Lift (Equip. No 2006)	RT22	1490

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

First Interstate Credit Alliance, Inc.

Arundel Crane Service Corporation

By: _____

By: Daniel A. C. [Signature]

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated June 20th 1988 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Hyster Scissor Man Lift (Equip. No 2008)	RT22	1430
One (1)	Hyster Scissor Man Lift (Equip. No 2010)	RT30	3333
One (1)	Marklift Scissor Man Lift (Equip. No 2015)	SRT31G	10795151
One (1)	Grove Scissor Man Lift (Equip. No 3001)	SM21	0711005
One (1)	Grove Scissor Man Lift (Equip. No 3003)	SM31BE	0109074
One (1)	Grove Scissor Man Lift (Equip. No 3004)	SM31BE	0109075
One (1)	Grove Scissor Man Lift (Equip. No 3005)	MSM25BEX	0711369
One (1)	Grove Scissor Man Lift (Equip. No 3006)	MSM25BEX	0711406
One (1)	Grove Scissor Man Lift (Equip. No 3007)	MSM25BEX	0711407
One (1)	Economy Scissor Man Lift (Equip. No 3009)	SPG21-50	57318T
One (1)	Economy Scissor Man Lift (Equip. No 3010)	SP21-30	58483
One (1)	Economy Scissor Man Lift (Equip. No 3011)	SP21-50	56527T
One (1)	Economy Scissor Man Lift (Equip. No 3012)	SPL21-42	60212
One (1)	Economy Scissor Man Lift (Equip. No 3013)	SPL21-42	60221
One (1)	Marklift Scissor Man Lift (Equip. No 3015)	19E	10795037
One (1)	Marklift Scissor Man Lift (Equip. No 3016)	19E	10795038

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

First Interstate Credit Alliance, Inc.

Arundel Crane Service Corporation

By: _____

By: D. A. Corp. president

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated June 20th 19 88 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Marklift Scissor Man Lift (Equip. No 3017)	19E	1805554
One (1)	Marklift Scissor Man Lift (Equip. No 3018)	19E	1805582
One (1)	Marklift Scissor Man Lift (Equip. No 3019)	19E	2805680
One (1)	Marklift Scissor Man Lift (Equip. No 3020)	19E	2805681
One (1)	Marklift Scissor Man Lift (Equip. No 3021)	19E	2805682
One (1)	Marklift Scissor Man Lift (Equip. No 3022)	19E	2805684
One (1)	Grove Scissor Man Lift (Equip. No 3023)	MSM25B	0711575
One (1)	Grove Scissor Man Lift (Equip. No 3024)	MSM25B	0711572
One (1)	Grove Scissor Man Lift (Equip. No. 3025)	MSM25B	0711576
One (1)	Parker Scissor Man Lift (Equip. No. 3026)	S15E	12783610
One (1)	Parker Scissor Man Lift (Equip. No. 3028)	S14E	3170934
One (1)	GSI Scissor Man Lift (Equip. No. 3031)	20NE	86120
One (1)	GSI Scissor Man Lift (Equip. No. 3032)	20NE	86121
One (1)	GSI Scissor Man Lift (Equip. No 3033)	20NE	86122
One (1)	GSI Scissor Man Lift (Equip. No 3034)	20NE	86124
One (1)	GSI Scissor Man Lift (Equip. No. 3035)	20NE	86118

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

First Interstate Credit Alliance, Inc.

Arundel Crane Service Corporation

By: _____

By: D. La Croix president

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated June 20th 1988 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	GSI Scissor Man Lift (Equip. No 3036)	20NE	86125
One (1)	JLG Boom Man Lift (Equip. No 1002)	40F	706043
One (1)	JLG Boom Man Lift (Equip. No 1010)	40F	749218
One (1)	JLG Boom Man Lift (Equip. No 1011)	40F	722015
One (1)	JLG Boom Man Lift (Equip. No 1012)	40F	722265
One (1)	JLG Boom Man Lift (Equip. No 1013)	40F	729595
One (1)	JLG Boom Man Lift (Equip. No 1014)	40F	722795
One (1)	Hyster Scissor Man Lift (Equip. No 2004)	SM30	3212
One (1)	Hyster Scissor Man Lift (Equip. No 2007)	RT22	1484
One (1)	Hyster Scissor Man Lift (Equip. No 2009)	RT30	3300
One (1)	Marklift Scissor Man Lift (Equip. No 2018)	RT25	10783290
One (1)	Marklift Scissor Man Lift (Equip. No 3002)	2418E	1770855
One (1)	Parker Scissor Man Lift (Equip. No 3027)	2014E	12760794
One (1)	Skywitch Scissor Man Lift (Equip. No 3029)	7618	2623
One (1)	Skywitch Scissor Man Lift (Equip. No 3030)	7618	2483
One (1)	Grove Scissor Man Lift (Equip. No 2013)	SN42	0306153

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

First Interstate Credit Alliance, Inc.

Arundel Crane Service Corporation

By: _____

By: D. C. Cape, president

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated June 20th 19 88 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	Ford W/Jerrdan Rollback	1978	LN9000	W900VAH0806
One (1)	Chevy Truck W/Jerrdan Rollback	1975		
One (1)	Mazda Truck	1982		
One (1)	Ford Truck	1975		
One (1)	Mazda	1984		JM2UC2210E0839255
One (1)	Chevy Crew Cab	1978		
One (1)	Mazda Pick-up	1987		JM2UF211XH0604844
One (1)	IVECO High Cube	1981		ZCFAE01H1002204
One (1)	Grove Scissor Man Lift (Equip. No 2013)		SN42	306153
The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.				

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

First Interstate Credit Alliance, Inc.

By: _____

Purchaser, Mortgagor or Lessee:

Arundel Crane Service Corporation

By: D. A. Carpe president

273711

BOOK 529 PAGE 356

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es)

Linpro Harmans Land Limited Partnership
20251 Century Boulevard
Germantown, MD 20872

(2) Secured Party(ies) (Name(s) And Address(es))

Bank of New England, N.A.
28 State Street
Boston, MA 02106

(3) (a) ☐ Collateral is or includes fixtures.
(b) ☐ Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) ☐ Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

RECORD FEE 22.00

POSTAGE .50

For Filing Officer

#310510 C345 R01 T13409

07/14/88

(5) This Financing Statement Covers the Following types [or items] of property.

Real Property: See Exhibit "A" attached hereto and made a part hereof.

Personal Property: See Exhibit "B" attached hereto and made a part hereof.

☐ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Linpro Harmans Land Limited Partnership

(By)

Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Officer Copy - Notarized

1001 CHARTER 5-7804 GP.

Secured Party(ies) [or Assignees]
Bank of New England, N.A.

(By)

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

(1) Collateral is subject to Security Interest In Another Jurisdiction and ☒

☐ Collateral Is Brought Into This State

☐ Debtor's Location Changed To This State

(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

22

2

EXHIBIT "A"

DESCRIPTION OF PART OF THE KOPPERS PROPERTY
LOT - 1 OF MINOR SUBDIVISION PLAT
FIFTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

Beginning for the same at a concrete monument found at the beginning of the 6th or North 30 degrees 30 minutes West 396 foot line of the conveyance from Adam J. Rutkowski to Frank J. Rutkowski et. al, deed dated January 6, 1982, recorded among the Land Records of Anne Arundel County, Maryland in book 3481, page 171 thence binding on a part of said 6th line and referring the courses of this description to the Maryland State Grid Meridian:

- (1) North 37 degrees 12 minutes 34 seconds West 38.03 feet to an iron pipe set thence binding reversely on the south boundary lines of Lot-2 and Lot-3 as shown on a minor subdivision plat entitled Location and Boundary Survey of Koppers Property,
- (2) North 89 degrees 45 minutes 27 seconds East 785.00 feet thence binding reversely on the east and north boundary lines of said Lot-3
- (3) North 00 degrees 14 minutes 33 seconds West 460.00 feet, thence
- (4) South 89 degrees 45 minutes 27 seconds West 120.00 feet thence binding reversely on a part of the east boundary line of said Lot-2
- (5) North 00 degrees 14 minutes 33 seconds West 230.00 feet Lot-1
- (6) South 62 degrees 42 minutes 18 seconds East 315.00 feet, thence
- (7) North 88 degrees 17 minutes 42 seconds East 331.48 feet thence binding on the west right-of-way line of the Philadelphia, Baltimore and Washington Railroad, as laid out 130 feet wide,
- (8) South 00 degrees 07 minutes 26 seconds West 1365.90 feet thence binding on the proposed south right-of-way line of Maryland, Route 100, proposed 400 feet wide by the Maryland State Highway Administration, said line also being the north boundary line of a subdivision plat entitled "Harmans Woods", Section 3, Plat 1 & 2 recorded among the plat records of Anne Arundel County in plat book 88, pages 37 and 38.

EXHIBIT "A" (Page 2)

- (9) South 75 degrees 00 minutes 29 seconds West 945.79 feet
thence with a curve to the right
- (10) Having a radius of 4019.72 feet, an arc length of 1047.87
feet and being subtended by a chord South 82 degrees 28
minutes 34 seconds West 1044.90 feet to a concrete monument
set, thence binding on the 3rd through the 5th course of the
conveyance first mentioned
- (11) North 31 degrees 54 minutes 36 seconds East 833.36 feet,
thence
- (12) North 88 degrees 25 minutes 26 seconds East 240.00 feet,
thence
- (13) North 02 degrees 54 minutes 27 seconds East 445.42 feet to
the point of beginning,

CONTAINING 42.435 acres of land, more or less

AND ALSO

DESCRIPTION OF PART OF THE KOPPERS PROPERTY
THE REMAINING PARCEL
FIFTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

Beginning for the same at a pipe found and now replaced with a
concrete monument on the west right-of-way line of the
Philadelphia, Baltimore & Washington Railroad, as laid out 130
feet wide, said pipe or monument marking the end of the Fourth or
South 30 degrees 29 minutes East 570.00 foot line of the
conveyance from Arthur G. & Louise S. Griffith to Samuel M. &
Constance V. Pistorio recorded among the Land Records of Anne
Arundel County, Maryland in Liber 631, Folio 108 thence binding
on said West Railroad Right-of-Way line and referring the courses
of this description to the Maryland State Grid Meridian,
continued

EXHIBIT "A"

(Page 3)

- (1) South 00 degrees 07 minutes 26 seconds West 199.16 feet thence binding reversely on the north boundary lines of Lot-1
 - (2) South 88 degrees 17 minutes 42 seconds West 331.48 feet thence
 - (3) North 62 degrees 42 minutes 18 seconds West 315.00 feet thence binding on part of the east boundary line of Lot-2
 - (4) North 00 degrees 14 minutes 33 seconds West 180.00 feet to an iron pipe set, thence binding reversely on the north and northeast boundary lines of Lot-2
 - (5) South 89 degrees 45 minutes 27 seconds West 456.00 feet to an iron pipe set, thence
 - (6) North 38 degrees 34 minutes 33 seconds West 480.00 feet to an iron pipe, set thence
 - (7) North 62 degrees 24 minutes 33 seconds West 417.14 feet to the northernmost corner of said Lot-2 thence continuing
 - (8) South 27 degrees 35 minutes 27 seconds West 264.20 feet,
 - (9) North 84 degrees 52 minutes 33 seconds West 20.14 feet to the east side of Harmans Road, 40 feet wide thence
 - (10) North 28 degrees 01 minutes 05 seconds East 226.38 feet binding on same with arc of a curve to the left
 - (11) Having a radius of 7965.00 feet, an arc length of 200.47 feet and being subtended by a chord North 27 degrees 17 minutes 49 seconds East 200.47 feet thence
 - (12) North 26 degrees 34 minutes 33 seconds East 480.75 feet thence binding on the Southwest, Southeast and Southwest boundary lines of the George F. Hallameyer, Jr., Et. Al. property deed recorded among the aforesaid Land Records in Liber 3530, Folio 388 also binding on the South 38 degrees 20 minutes East 648.65 foot and North 46 degrees 40 minutes East 363.00 foot lines of the conveyance from Samuel M. and Constance V. Pistorio and 1405 Parker Road Corporation to Koppers Company, Inc., deed dated March 31, 1966 recorded among the aforesaid Land Records in Liber 1961, Folio 220,
 - (13) South 38 degrees 34 minutes 33 seconds East 617.01 feet, thence
 - (14) North 46 degrees 25 minutes 27 seconds East 363.00 feet, thence
 - (15) South 38 degrees 34 minutes 42 seconds East 1311.63 feet to the point of beginning,
- CONTAINING 24.485 acres of land; more or less

EXHIBIT "B"

PROPERTY SUBJECT TO SECURITY INTEREST

Any and all fixtures, appliances, machinery and equipment of any nature whatsoever, and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the land described in Exhibit "A" or the buildings and improvements now erected or to be erected thereon, or used or intended to be used in connection with the real estate, or in the operation of the buildings and improvements, plant or business situate or operated thereon ("the Mortgaged Property") (including the operation of an office building), whether or not the personal property is or shall be affixed thereto.

Including, without limiting the generality of the foregoing, all plants, furnaces, boilers, machinery, ranges, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, fittings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, refrigerators, ovens, kitchen equipment, carpeting, furniture, furnishings, elevators and motors, built-in filing cabinets, shelves, water coolers, signs, tools, and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating, cooling, lighting, plumbing, ventilating, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity or other services or for general operation of the buildings and improvements, or the plant or business situate or operated thereon, licenses, permits, franchises, and other documents relating to the operation of the Mortgaged Property, and all leases with respect to any part of the Mortgaged Property, and all rents, issues and profits arising out of the operation of the Mortgaged Property.

Such security interest shall extend to and include as well any and all proceeds of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise and the proceeds thereof.

273712

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.☐ TO BE RECORDED IN
LAND RECORDS *Chattel*

For Filing Officer Use
File No.
Date &
Hour

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s)
(Last Name First)

No.

Street

City

State

Steere, Jack
Steere, Nancy

539

Revel Highway, Annapolis, MD 21401

Name of Secured Party or assignee
Capital Bank, N.A.

No.

Street

City

State

815

Connecticut Avenue, N.W., Washington, D.C.

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All equipment, fixtures, furniture and building materials including but not limited to all heating, lighting, laundry, engines, pipes, pumps, tanks, plumbing, fire prevention, security, refrigerating, ventilating, air cooling and air conditioning equipment, shades, carpeting, screens, storm doors and windows, stoves and cabinets.

RECORD FEE 12.00

POSTAGE .50

#310540 C345 R01 T13:19

07/14/88

(If affixed to realty—state value of each article)

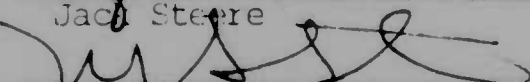
CHECK ☒ THE LINES WHICH APPLY

2. ☐ If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
3. ☒ If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
Recordowner: Jack and Nancy Steere Legal: See Exhibit A
Address: 539 Revel Highway, Annapolis, Maryland 21401
4. ☒ Proceeds of collateral are also covered: ☐ Products of collateral are also covered:
5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is not~~ subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is N/A Recordation Tax collected upon recordation of Deed of Trust

Debtor(s) or assignor(s)



Jack Steere



Nancy Steere

(Type or print name under signature)

CAPITAL BANK, N.A.

(Seal)

(Corporate, Trade or Firm Name)



Signature of Secured Party or Assignee

Paula E. Meyerson, Vice President

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

EXHIBIT "A"

All that land situate in the Third Taxing District of Anne Arundel County, State of Maryland, and described as follows:

Beginning for the same at an iron pipe at the beginning of the South $34^{\circ} 50'$ West 235.3 foot line of the conveyance from Mathilde P. Barchet to William Warlick, et ux, by deed dated 28 April 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1200, folio 57, thence leaving said beginning point and running with said line, as now surveyed, South $34^{\circ} 53' 10''$ West 235.21 feet to an iron pipe now set on the tideline and shoreline of Homewood Creek; thence leaving said conveyance to Warlick and running with said tideline and shoreline, closely paralleled by the following courses and distances: North $56^{\circ} 52'$ West 97.41 feet, North $30^{\circ} 43'$ West 105.13 feet, North $8^{\circ} 21' 10''$ West 147.94 feet to an iron pipe now set, and North $4^{\circ} 9' 30''$ West 112.0 feet to the beginning of the South $55^{\circ} 02'$ East 365.0 foot line of said conveyance to Warlick; thence leaving said tideline and shoreline of Homewood Creek and running with said line and the center line of a 15 foot right-of-way hereby established leading to the Barchet cemetery, South $55^{\circ} 06' 50''$ East 365.0 feet to the place of beginning.

TOGETHER WITH the use in common of a 16 foot right-of-way for ingress and egress as described in an Agreement dated 16 May 1968, between William W. Warlick, Jr. et al and Louise L. Barchet, and recorded among the Land Records of Anne Arundel County in Liber MSH 2170, folio 381; and TOGETHER WITH the use in common until the aforementioned 16 foot right-of-way is constructed of the existing road from the hereinabove described parcel of land through the lands of William W. Warlick, Jr. et ux, to the Revell Highway as set forth and described in the aforementioned Agreement; said rights-of-way being subject to the terms and conditions of the aforementioned Agreement between Warlick et al and Barchet.

BEING the same property which by deed dated 8 January 1980 and recorded among the Land Records of Anne Arundel County in Liber WGL 3279, folio 431 was granted and conveyed by Jay D. Scrivens and Jacqueline Ann Scrivens, his wife, to Jack R. Steere and Nancy L. Steere, his wife.

return to:
Smalley & Berlin
30016 St. N.W. S1300
Wash DC. 20007-3841

273713

BOOK 529 PAGE 363

FINANCING STATEMENT

X~~NOT~~ subject to recordation tax

1. Name of Debtor(s): Northward Corp. Amt. Fin. \$9,500.00
 Address: 8004 Jumpers Hole Road Filing Fees: \$9.00
 Pasadena, Md. 21122 A.A. Co. Circuit Court

2. Name of Secured Party: Annapolis Banking & Trust Co.
 Address: P.O. Box 311
 Annapolis, Md. 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
 Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property:

1 1988 Model 750 Utility Tractor Ser.#CH07505026348

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00
 RECORD TAX 66.50
 POSTAGE .50
 REC'D 040 0237 R02 T14:22
 07/14/88
 TEL

Debtor(s):

Secured Party:

[Signature], Pres. Annapolis Banking & Trust Co.
 (Type Name of Dealership)

By

[Signature]
 (Authorized Signature)

Karen O. Trettin/Sr. Branch Officer
 (Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

11-
 66.50
 .50

273741

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. Maturity Date (Optional):

1. Debtor(s) (Last Name First) and Address(es):

Richard A. Prophet DBA Sun Masonry
88 Summerfield Drive
Annapolis, MD. 21403
Anne Arundel

2. Secured Party(ies)

Address(es) And Name(s):

JOHN C. LOUIS CO., INC.
1805 Cherry Hill Road
Baltimore, Md. 21230

4. For Filing Officer: Date, Time, File No., Filing Office:

RECORD FEE 13.00
POSTAGE .30
#175343 0777 R04 115-00
TEL 07/14/07

7. This Financing Statement covers the following types or items of collateral:

(Describe real estate, including record owner if item 6 is applicable)

1 Melroe Model 743, Flotation Tires, 60" Bucket w/Teeth S/N 39766
1 909 Backhoe, 24" Bucket S/N 113004500
1 Back Trailer EL 19 S/N 440162026JL 003929

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX.
THIS COVERS A CONDITIONAL SALES CONTRACT.

DEBT EXCEEDS \$200.00

☒ Proceeds of the collateral are also covered.

Filed with: ☐ Sec. of State ☐ Filing Office of _____ County/City

5. Assignee(s) of Secured Party, Address(es):

Clark Equipment Credit Corporation
128 East Front Street
Buchanan, Michigan 49107

6. ☐ The described crops are growing or to be grown on the real property described in Item 7.

☐ The described goods are or are to be affixed to the real property described in Item 7.

8. Signatures:

RICHARD A. PROPHET DBA SUN MASONRY

JOHN C. LOUIS COMPANY, INC.

By

RICHARD A. PROPHET

Debtor(s) [or Assignor(2)]

By

WILMER S. DAVISON

Secured Party(ies) [or Assignee(s)]

FINANCING STATEMENT

PRESIDENT

(2) Filing Officer Copy — Alphabetical

THIS INSTRUMENT PREPARED BY SECURED PARTY AND ASSIGNEE OF SECURED PARTY.

FORM UCC

STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT, ETC

This statement is presented to a filing officer pursuant to the Uniform Commercial Code: 1

1. DEBTOR and Address (Last Name First) Timothy L. Carpenter, DDS 582 Benfield Village Shopping Center Severna Park, Maryland 21146	2. SECURED PARTY and Address Signet Bank/Maryland (formerly known as Union Trust Company of Maryland) Baltimore & St. Paul Streets Baltimore, Maryland 21203
3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)	4. RETURN TO: Signet Bank/Maryland BALTIMORE AND ST. PAUL STREETS BALTIMORE, MARYLAND 21203

5. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

Number: ID # 265466 Date: January 3, 19 87

Record Reference: Book 506 Page 524

6. A. CONTINUATION <input type="checkbox"/> The Original Financing Statement referred to above between the foregoing Debtor and Secured Party is still effective.	6. B. RELEASE <input checked="" type="checkbox"/> From the collateral described in the Original Financing Statement referred to above, the Secured Party releases the collateral listed below.
6. C. ASSIGNMENT <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the Financing Statement referred to above in the property listed below.	6. D. OTHER <input type="checkbox"/> RECORD FEE 10.00 POSTAGE .30 #175330 CTT 004 715430 07/14/88

INFORMATION:

Partial Release: All that equipment, accounts receivable and inventory at and associated with the dental practice located at 582 Benfield Village Shopping Center and 821 W. Benfield Rd., Severna Park, Md. 21146. This includes the proceeds generated by said collateral.

SECURED PARTY:

Dated July 13, 19 88

Signet Bank/Maryland

UCC-6

By: William A. Rowe
William A. Rowe (Title)
Assistant Vice President

Check if applicable <input type="checkbox"/> TO BE RECORDED IN THE LAND RECORDS	
This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code	
Maturity date (if any):	
1. Debtor(s) Name (Last Name First)	2. Debtor(s) Complete Address(es)
Every, William	815 Janice Dr. Annapolis, Md., 21403
3. & 4. Secured Party (ies) and Complete Address(es)	5. & 6. Assignee(s) of Secured Party (ies) and Complete Address(es)
General Motors Acceptance Corp. 7310 Ritchie Highway Glen Burnie, Md., 21061	7310 Ritchie Highway Glen Burnie, Md., 21061
7. This financing statement covers the following types (or items) of property: (Describe)	
1988 Mercury outboard motor, model 200EXLPT0, serial #B383538	
RECORD FEE \$175.00 07/17/00 FILE	
8a. () Proceeds are also covered. 8b. () Products of collateral are also covered. No. of additional sheets presented. ()	
Filed with Circuit Court Clerk of Anne Arundel County County; Other	
9. Transaction is (), is not (X), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$	
10. This statement to be returned after recordation to Secured Party, shown above or to	
Signature(s) of Debtor(s)	Signature(s) of Secured Party (ies) or Assignee(s)
<i>William Every</i>	<i>W. H. Hamill, Jr.</i>
William Every	W. H. Hamill, Jr. Assist. Treasurer
	General Motors Acceptance Corporation
FILING OFFICER COPY	
Type or Print Names Clearly Below Signature.	
GMAC UCCI Md. 4-74	

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any)
1 Debtor(s) (Last Name First) and address(es) LESSEE: Mercantile Safe Deposit & Trust Company 742 Old Hammonds Ferry Road Linthicum, MD 21090	2 Secured Party(ies) and address(es) LESSOR: Comdisco, Inc. 6400 Shafer Court Rosemont, IL 60018 01-SL32914	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE .50 #1733000 6777 R04 115133 07/14/88
4 This statement refers to original Financing Statement No. 1301006040 R04		19
Date filed: 6/21/88		Filed with Anne Arundel County MD
5 <input type="checkbox"/> Continuation.	The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.	
6 <input type="checkbox"/> Termination.	Secured party no longer claims a security interest under the financing statement bearing file number shown above.	
7 <input checked="" type="checkbox"/> Assignment.	The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.	
8 <input type="checkbox"/> Amendment.	Financing Statement bearing file number shown above is amended as set forth in Item 10.	
9 <input type="checkbox"/> Release.	Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.	

Assigned to: Tilden Financial Corp.
2 Lambert Street
Roslyn Heights, NJ 11577

Equipment: See original filing.

All collateral described
in the Financing Statement
to which this assignment
relates

Signature of Debtor if an Amendment
Dated: 10-30, 19

COMDISCO, INC.
By: [Signature] LESSOR
Signature(s) of Secured Party(ies)

529 368

273743

File No.
 Record Reference:
 Liber..... Folio.....

FINANCING STATEMENT

Not subject to Recordation Tax.

To Be Recorded in The Land Records
(For Fixtures Only).

XX Subject to Recordation Tax on prin-
 cipal amount of \$ 65,000.00

This Financing Statement is presented to a filing officer for filing pursuant to the
 Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

Name of DebtorAddress

Timothy L. Carpenter, D.D.S.

821 W. Benfield Rd. Suite 6
Severna Park, Md. 21146

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK
 Fourth and Main Streets
 Laurel, Maryland 20707

to which this Statement should be delivered after it is recorded and from which addi-
 tional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collat-
 eral): ALL OF BORROWER'S FURNITURE, FIXTURES, MACHINERY, AND EQUIPMENT
 AND ALL REPLACEMENTS THEREOF AND ADDITIONS OR ATTACHMENTS THERETO, AND
 ALL BORROWER'S ACCOUNTS RECEIVABLE, CONTRACT RIGHTS AND INVENTORY, NOW
 OWNED OR HEREAFTER ACQUIRED, AND THE PROCEEDS AND PRODUCTS THEREOF.

4. The collateral property is affixed or to be affixed to or is to be crops on the follow-
 ing real estate: (Describe - include house number and street or block reference where
 applicable).

5. XX Proceeds)
) of the collateral are also specifically covered.
 Products)

RECORD FEE 11.00
 RECORD TAX 453.00
 POSTAGE .50
 #15340 C777 R04 T15:30
 07/14/00
 HFW

DebtorSecured Party (Assignee)

Timothy L. Carpenter, D.D.S.

THE CITIZENS NATIONAL BANK

By:

Timothy L. Carpenter

By:

Marilyn F. Horton
 Assistant Vice President

By:

Type or print all names and
 titles under signatures.

273713

BOOK 529 PAGE 369

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es)
Aeronautical Radio, Inc. (ARINC)
2551 Riva Road
Annapolis, MD 21401

2. Secured Party(ies) and address(es)
Diamond Acceptance Corporation
Apple Hill, Suite 205
Natick, MA 01760

3. Maturity date (if any):
For Filing Officer (Date, Time, Number,
and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#175360 0777 RM4 115432

4. This financing statement covers the following types (or items) of property:

See attached Addendum

5. Assignee(s) of Secured Party and
Address(es)

07/14/88
TEW

FOR NOTIFICATION PURPOSES ONLY,
NOT INTENDED TO CREATE A SECURITY INTEREST.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected.

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Aeronautical Radio, INC.

Diamond Acceptance Corporation

By: John F. Capossela, Dir. of
Signature(s) of Debtor(s) Contracts & Purchases

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1. 1150

ADDENDUM TO LEASE # 15407 L470 and UCC-1 FINANCING STATEMENT
dated April 29, 1988 between Diamond Acceptance Corporation
and Aeronautical Radio, Inc. (ARINC)

#18

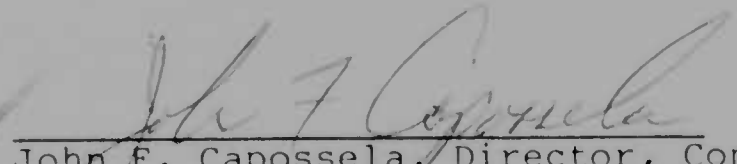
Page 1 of 1

Equipment Description

<u>Qty.</u>	<u>Description</u>
2	Everex 386/20 Computers, (20 MHZ) w/ 4 MB-RAM, 1 serial, 1 parallel port, 2nd serial port upgrade Serial # 4003 Serial # 4006
2	Maxstor Model 2190 ,160MB Hard Disks Serial # 5126041 Serial # 5126516
2	Monochrome Monitor card w/ parallel port
2	Magnavox PC 80-A Monitors Serial # 58086372 Serial # 58086328

Total Value: \$ 15,526.00

-end-

✓ 
John F. Capossela, Director, Contracts &
Purchasing
Aeronautical Radio, Inc. (ARINC)

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
George M. Fetrow 1583 Tarleton Way Crofton, MD 21114	Riggs National Bank of Wash. DC 1120 Vermont Ave Washington, DC 20005	RECORD FEE 12.00 POSTAGE .50 #51576 C777 RM 114:27 FEB 9 87
4. This financing statement covers the following types (or items) of property:		5. Assignee(s) of Secured Party and Address(es)
1977 Viking 35' Flybridge Sedan Hull #VKY35655M77A Official #579739 T/275 hp Chrysler Engines #21841 & #21833 508-59		RECORD FEE 12.00 POSTAGE .50 #515410 C777 RM 115:30 07/14/88 TEU
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
Filed with:		
TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.		
Date July 12 19 88	By: <i>[Signature]</i> A. HOLSTER (Signature of Secured Party or Assignee of record, Not Valid Until Signed.)	
(3) Filing Officer Copy - Acknowledgement	Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgment.	

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT,
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

☐ (check if applicable) To Be Recorded in the Land Records at _____

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 260188 recorded in Liber 494, Folio 218 on Jan. 30, 1988 Circuit Court of Anne Arundel County
Date Location

1. DEBTOR(S):	<u>Holmatro, Inc.</u>
ADDRESS(ES):	<u>412 Headquarters Dr.</u> <u>Millersville, MD 21108</u> <u>First National Bank of Maryland</u>
2. SECURED PARTY: MARYLAND NATIONAL BANK	ATTENTION: <u>Paul V. Simon</u> <u>1596</u>
ADDRESS, MAILSTOP:	<u>Post Office Box 987, Baltimore, Maryland 21203</u>

Person and Address to whom Statement is to be returned (if different from above):
Maryland National Bank, LDRU, Alice Keith, M.S.#022801, P.O.Box 17372, Balto., MD21203

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.

4. ☒ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. ☐ AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:

a. ☐ Not subject to Recordation Tax.

b. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.

7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. _____

DEBTOR(S): _____
(Signature necessary only if Item 6 is applicable)

BY: _____ (SEAL)

BY: _____ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

First National Bank of Maryland
SECURED PARTY: ~~MARYLAND NATIONAL BANK~~

BY: Carolyn Kull (SEAL)

Carolyn Kull, INT'L Banking Executive
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

207-126 REV 4-86

RECORD FEE 10.00
POSTAGE .50
#147230 0040 R03 114:03
07/14/88

TEW

1933324-0099-141922

1747.50

BOOK 529 PAGE 373

273753

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____
2. ☒ To Be Recorded among the Financing Records at Anne Arundel County Circuit Court
3. ☐ Not subject to Recordation Tax
4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 247,794.00 * See Additional Sheet
certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the
initial debt has been paid to Anne Arundel County Circuit Court 1736.00 7/7/88

5. Debtor(s) Name(s): Holmatro Incorporated Address(es): 412 Headquarters Dr.
Millersville, MD 21108
7466 New Ridge Rd.
Hanover, MD 21107-6
LDRU
6. Secured Party: Maryland National Bank Address: Department 02-28-01
Attention: Alice Keith Post Office Box 987, Mailstop 02-28-01
Baltimore, Maryland 21203
(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

☒ A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

☐ B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

☒ C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

☐ D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

☐ E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof

☒ F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

☐ G. Specific Equipment. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

☐ H. Other. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____
(to be completed if the Debtor does not have an interest of record in the real estate)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Holmatro Incorporated

Secured Party: Maryland National Bank

By: _____ (Seal)

By: Geoffrey A. Basik (Seal)

Type name and title, if any
Kees Smechuyzen, VP

Geoffrey A. Basik, International Rep.

By: _____ (Seal)
Type name and title, if any

Type name and title

207-95 REV 1/86

MARYLAND NATIONAL BANK

RECORD FEE 11.00
RECORD TAX 1736.00
POSTAGE .50
#147240 0040 R03 T14:04
07/14/88

11-
1736-
.50
1933324-0099-141919

CERTIFICATION FOR ALLOCATION
OF MARYLAND RECORDATION TAX

Date:

TO: CLERK, Circuit Court of Anne Arundel County

RE: Holmatro Incorporated

With respect to the above referenced loan and to the personal property (the "Collateral") securing that loan, the Debtor hereby certifies to the best of the Debtor's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

1. Value of exempt Collateral \$ 1,300,000.00 (AR & Inventory)
2. Value non-exempt Collateral \$ 547,000.00 (Gross FA)
3. Value of Total Collateral \$ 1,847,000.00
4. Computation of Amount of Debt Exempt from Recordation Tax:

Value of Exempt Collateral	Total Amount	Amount of
Value of Total Collateral	X of Debt	= Debt Exempt
	Secured	from Tax
\$ <u>1,300,000.00</u>	X \$ <u>836,700</u>	= \$ <u>588,906</u>
\$ <u>1,847,000.00</u>		

5. Loan Amount - Amount of Debt Exempt from Tax = Amount of Non-Exempt Debt
- \$ 836,700 - \$ 588,906 = \$ 247,794

6. Recordation Tax Due on Non-Exempt Debt:

Amount of	Tax Rate	
Non-Exempt Debt	X Per \$1,000	= Recordation Tax Due
\$ <u>247,794</u>	X \$ <u>7.00</u>	= \$ <u>1,736</u>

Holmatro Incorporated

By: _____

Kees Smeehuyzen, VP

529 PAGE 375

269597

Anne Arundel Co.

273751

Subject (Not Subject) to Recordation Tax **FINANCING STATEMENT** Principal Amount of Debt \$ 15,000.00
This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

BORROWER(S) Name(s) (Last Name first) and Address(es).	SECURED PARTY'S Name and Address
William K. & Frances C. Jenkins 330 S. Riverside Drive Crownsville, Md 21032	Bank of Delaware 300 Delaware Ave Wilmington, DE 19899

This Financing Statement covers the following types of items of property

(Describe fully, including where applicable manufacturer's or trade name, model and year, serial number, and whether new or used)

1975 -26' Trojan Hull # TRJO51260675-26

Also any accessories or equipment now or hereafter attached to any of above, replacements therefor and proceeds of any of above

BORROWER(S)

SECURED PARTY

✓ William K Jenkins
✓

By C. David Hatcher VP
(Authorized Signature)
Bank of Delaware

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer)

RECORD FEE 11.00
RECORD TAX 105.00
POSTAGE .50
#147390 0040 R03 115:45
07/14/88
TEW

11.00
105.00
30
116.30

ASSIGNMENT OF FINANCING STATEMENT

THIS STATEMENT REFERS TO THE ORIGINAL FINANCING STATEMENT, WHICH WAS RECORDED AMONG THE FINANCING STATEMENT RECORDS OF THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION IN LIBER 2823, FOLIO 0226, IDENTIFYING FILE NO. 61697033 ON JUNE 18, 1986, AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND IN LIBER 4089, FOLIO 523 ON JUNE 17, 1986, AND AMONG THE CHATTEL RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND IN LIBER 499, FOLIO 75, IDENTIFYING FILE NO. 262354 ON JUNE 17, 1986.

1. DEBTOR:

K-LEE ACQUISITION CORP. (subsequently
to be known as Kop-Flex, Inc.)
101 Harmans Road
Harmans, Maryland 21077

KOP-FLEX, INC. (formerly known
as K-Lee Acquisition Corp.)
101 Harmans Road
Harmans, Maryland 21077

RECORD FEE 10.00
POSTAGE .50
#147440 C040 H03 115:58
07/14/88
TEW

2. SECURED PARTY:

BALTIMORE FEDERAL FINANCIAL, F.S.A.
300 East Lombard Street
Baltimore, Maryland 21202
Attention: Commercial Lending Division

3. ASSIGNMENT: The Secured Party certifies that the Secured Party has assigned to the Assignee, whose name and address is shown below, the Secured Party's rights under the original financing statement referenced above, in all of the property described in the original financing statement.

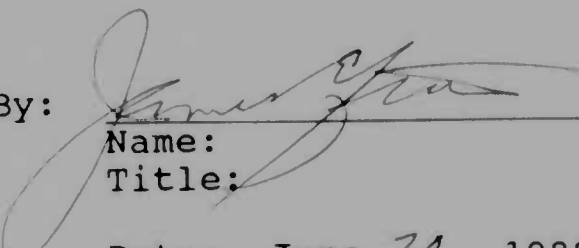
4. ASSIGNEE:

BANK OF NEW ENGLAND, N.A.
28 State Street
Boston, Massachusetts 02109
Attention: Robert H. Rivet

AFTER THIS STATEMENT IS RECORDED, PLEASE RETURN TO:

McDermott, Will & Emery
One Post Office Square
Boston, Massachusetts 02109-2146
Attention: Cornelius J. Chapman, Jr.

BALTIMORE FEDERAL FINANCIAL,
F.S.A.

By:  (SEAL)
Name:
Title:
Date: June 20, 1988

ASSIGNMENT OF FINANCING STATEMENT

12.50
H110080

THIS STATEMENT REFERS TO THE ORIGINAL FINANCING STATEMENT, WHICH WAS RECORDED AMONG THE FINANCING STATEMENT RECORDS OF THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION IN LIBER 2823, FOLIO 0260, IDENTIFYING FILE NO. 61697034 ON JUNE 18, 1986, AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND IN LIBER 4089, FOLIO 514 ON JUNE 17, 1986, AND AMONG THE CHATTEL RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND IN LIBER 499, FOLIO 109, IDENTIFYING FILE NO. 262355 ON JUNE 17, 1986.

1. DEBTOR:

K-LEE ACQUISITION CORP. (subsequently
to be known as Kop-Flex, Inc.)
101 Harmans Road
Harmans, Maryland 21077

KOP-FLEX, INC. (formerly known
as K-Lee Acquisition Corp.)
101 Harmans Road
Harmans, Maryland 21077

2. SECURED PARTY:

BALTIMORE FEDERAL FINANCIAL, F.S.A.
300 East Lombard Street
Baltimore, Maryland 21202
Attention: Commercial Lending Division

3. ASSIGNMENT: The Secured Party certifies that the Secured Party has assigned to the Assignee, whose name and address is shown below, the Secured Party's rights under the original financing statement referenced above, in all of the property described in the original financing statement.

4. ASSIGNEE:

BANK OF NEW ENGLAND, N.A.
28 State Street
Boston, Massachusetts 02109
Attention: Robert H. Rivet

RECORD FEE 13.00
POSTAGE .50
#147450 0040 R03 T15:59
07/14/88
TEL

1350

BOOK 529 PAGE 379

AFTER THIS STATEMENT IS RECORDED, PLEASE RETURN TO:

McDermott, Will & Emery
One Post Office Square
Boston, Massachusetts 02109-2146
Attention: Cornelius J. Chapman, Jr.

BALTIMORE FEDERAL FINANCIAL,
F.S.A.

By:  (SEAL)

Name: Daniel J. Stinson
Title: Assistant Branch Manager

Date: June 20, 1988

ASSIGNMENT OF FINANCING STATEMENT

12 50
H110060

THIS STATEMENT REFERS TO THE ORIGINAL FINANCING STATEMENT, WHICH WAS RECORDED AMONG THE FINANCING STATEMENT RECORDS OF THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION IN LIBER 2823, FOLIO 0269, IDENTIFYING FILE NO. 61697035 ON JUNE 18, 1986, AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND IN LIBER 4089, FOLIO 439 ON JUNE 17, 1986, AND AMONG THE CHATTEL RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND IN LIBER 499, FOLIO 118, IDENTIFYING FILE NO. 262356 ON JUNE 17, 1986.

1. DEBTOR:

K-LEE ACQUISITION CORP. (subsequently
to be known as Kop-Flex, Inc.)
101 Harmans Road
Harmans, Maryland 21077

KOP-FLEX, INC. (formerly known
as K-Lee Acquisition Corp.)
101 Harmans Road
Harmans, Maryland 21077

2. SECURED PARTY:

BALTIMORE FEDERAL FINANCIAL, F.S.A.
300 East Lombard Street
Baltimore, Maryland 21202
Attention: Commercial Lending Division

3. ASSIGNMENT: The Secured Party certifies that the Secured Party has assigned to the Assignee, whose name and address is shown below, the Secured Party's rights under the original financing statement referenced above, in all of the property described in the original financing statement.

4. ASSIGNEE:

BANK OF NEW ENGLAND, N.A.
28 State Street
Boston, Massachusetts 02109
Attention: Robert H. Rivet

RECORD FEE 12.00
POSTAGE .50
#147460 0040 R03 715:59
07/14/88

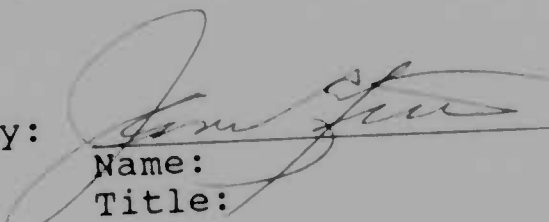
WBL
RIVET

529 PAGE 381

AFTER THIS STATEMENT IS RECORDED, PLEASE RETURN TO:

McDermott, Will & Emery
One Post Office Square
Boston, Massachusetts 02109-2146
Attention: Cornelius J. Chapman, Jr.

BALTIMORE FEDERAL FINANCIAL,
F.S.A.

By:  (SEAL)
Name:
Title:

Date: June 20, 1988

Page 2 of 2 Pages

RCF/6251.f s 4

ASSIGNMENT OF FINANCING STATEMENT

THIS STATEMENT REFERS TO THE ORIGINAL FINANCING STATEMENT, WHICH WAS RECORDED AMONG THE FINANCING STATEMENT RECORDS OF THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION IN LIBER 2823, FOLIO 0303, IDENTIFYING FILE NO. 61697036 ON JUNE 18, 1986, AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND IN LIBER 4089, FOLIO 430 ON JUNE 17, 1986, AND AMONG THE CHATTEL RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND IN LIBER 499, FOLIO 154, IDENTIFYING FILE NO. 262357 ON JUNE 17, 1986.

1. DEBTOR:

K-LEE ACQUISITION CORP. (subsequently
to be known as Kop-Flex, Inc.)
101 Harmans Road
Harmans, Maryland 21077

KOP-FLEX, INC. (formerly known
as K-Lee Acquisition Corp.)
101 Harmans Road
Harmans, Maryland 21077

2. SECURED PARTY:

BALTIMORE FEDERAL FINANCIAL, F.S.A.
300 East Lombard Street
Baltimore, Maryland 21202
Attention: Commercial Lending Division

3. ASSIGNMENT:

The Secured Party certifies that the Secured Party has assigned to the Assignee, whose name and address is shown below, the Secured Party's rights under the original financing statement referenced above, in all of the property described in the original financing statement.

4. ASSIGNEE:

BANK OF NEW ENGLAND, N.A.
28 State Street
Boston, Massachusetts 02109
Attention: Robert H. Rivet

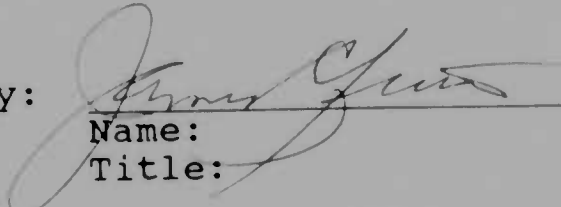
RECORD FEE 12.00
POSTAGE .50
#147470 0040 R03 716:00
07/14/88

TEW
RHM

AFTER THIS STATEMENT IS RECORDED, PLEASE RETURN TO:

McDermott, Will & Emery
One Post Office Square
Boston, Massachusetts 02109-2146
Attention: Cornelius J. Chapman, Jr.

BALTIMORE FEDERAL FINANCIAL,
F.S.A.

By:  (SEAL)
Name:
Title:

Date: June 20, 1988

STATE OF MARYLAND
FINANCING STATEMENT 274158
FORM UCC-1

529 384 RECEIVED
JUL 14 1988
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

V.E.F.D.

If transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here. \$

If this statement is to be recorded
in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name AMPLICON, INC. FED.ID. #95-3162444
Address 2020 EAST FIRST STREET, SUITE 401, SANTA ANA, CA 92705

2. SECURED PARTY

Name GENERAL ELECTRIC CAPITAL CORPORATION FED.ID. #95-3162444
Address POST OFFICE BOX 6199
ORANGE, CA 92613

RECORD FEE 11.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above. #176-110 0777 R04 T09-27
07/19/88

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

RE: GENERAL ELEVATOR COMPANY, INCORPORATED--SCHEDULE 16(MD) TO LEASE #OL-1776 (MD) DATED: MARCH 13, 1987

- (01) F7.5KVA-B FERRUPS 208V IN, 120/208V OUT
(01) 10-7-DX-CD-7 BATTERY PACK, CONSISTING OF:
(01) "DX" BATTERY CABINET, (01) BA-7 SEALED, GELL-CELL BATTERIES, (01) COMPLETE SET OF CABLES (CD-7)
(01) 3-YEAR CUSTOMER PROTECTION PLAN
(01) INSTALLATION FEE

"INCLUDING ALL ACCESSIONS, ADDITIONS, REPLACEMENTS, SUBSTITUTIONS AND IMPROVEMENTS THERETO AND
THEREFOR, AND ALL PROCEEDS (INCLUDING INSURANCE PROCEEDS) OF AND FROM SAID EQUIPMENT."

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real
estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to
be affixed to: (describe real estate)

- ☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

(Signature of Debtor)
AMPLICON, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

(Signature of Secured Party)
GENERAL ELECTRIC CAPITAL CORPORATION
Type or Print Above Signature on Above Line

INFOSEARCH, INC.

Toll Free (800) 222-2248 (C A) or (800) 222-2246 (Nationwide)
P.O. Box 2587

Sacramento, California 95812

Account #

6128103

529-385

not used

7-15-88

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0If this statement is to be recorded in land records check here. ☐This financing statement dated JULY 7, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name POLAR LEASING INC
Address P.O. BOX 1154 - 2115 MONTEVIDEO RD
JESSUP, A.A. CO, MD. 20794

2. SECURED PARTY

Name AMERICAN TRUCK & EQUIPMENT CO.
Address 10,000 PULASKI HWY.
BALTIMORE, MD. 21220

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) JULY 7, 1993

4. This financing statement covers the following types (or items) of property: (list)

All instruments, documents of title, policies and certificates of insurance, chattel paper, deposits, intangibles and accounts, including Dealer Reserve Accounts maintained by Secured Party, money or other property now or hereafter owned by Debtor, or in which Debtor now has or hereafter acquires an interest and which are now or hereafter in possession of Secured Party or as to which Secured Party now or hereafter controls possession by documents of title or otherwise, and all proceeds of the property herein described.

1-1987 Mitsubishi Fuso FE434 VIN# JW6HBC1C5HL001660
12' Gichner Van Body S/N - 20L35-13-3164
1-1988 Mitsubishi Fuso FE434 VIN# JW6HBC1C15L000608
12' Gichner Van Body S/N B20135-93161
CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

POLAR LEASING INC.

Charles J. Dorsey
(Signature of Debtor)

CHARLES J. DORSEY V.P.

Type or Print Above Signature on Above Line

Adam J. Watewski
(Signature of Debtor)ADAM J. WATEWSKI - Director
Type or Print Above Signature on Above Line

AMERICAN TRUCK & EQUIPMENT CO.

Jerome A. Binner
(Signature of Secured Party)JEROME A. BINNER
Type or Print Above Name on Above LineRECORD FEE 11.00
#147730 0040 R03 110:10
07/15/88

4209 BL44

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR'S LAST NAME FIRST ADDRESS:

Severn Mobile Home Park Inc
7959 Telegraph Rd
Severn, MD 21144

2. SECURED PARTY(IES) AND ADDRESS(ES):

Ford Motor Credit Co
1133 Old Hickory Dr.
Mechanicsville, VA 23111

FOR FILING OFFICE DATE, TIME, NUMBER AND FILING OFFICE:

3. This statement refers to original Financing Statement No. 00479 Dated 10-2-84

A. Continuation.

The original financing statement between the preceding Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release.

From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment.

The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below Secured Party's rights under the financing statement bearing the file number shown above in the following property:

D. Termination.

The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

478 - 287

4. This transaction is exempt from the Recording Tax.

Filed with: ANNE ARUNDEL CO.

Ford Motor Credit
(NAME OF SECURED PARTY)

Dated: 6-22-1988

By: B. Davis

FMCC JUN 65 1298-M (MARYLAND ONLY)

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

RECORD FEE 10.00
POSTAGE .50
#147740 0040 R03 110:15
07/15/89

FILED

1052

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) John D. Hall, Jr. 1197 Generals Highway Crownsville, MD 21032	2. Secured Party(ies) and address(es) INTERNATIONAL FINANCIAL SERVICES CORPORATION 1701 Lake Ave. Glenview, IL 60025	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 13.00 POSTAGE .50 #147750 0040 RGS-TLS:19 JUL 15/88
4. This financing statement covers the following types (or items) of property: Equipment as listed on the attached Schedule "A" which is hereby made a apt of Lease #87-128. This is a true lease and as such no recordation tax is applicable.		5. Assignee(s) of Secured Party and Address(es) BANK OF NEW ENGLAND One Washington Mall Boston, MA 02108

THIS UCC IS FILED TO GIVE NOTICE OF A
LEASE BETWEEN THE PARTIES STATED ABOVE.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

John D. Hall, Jr. INTERNATIONAL FINANCIAL SERVICES CORP.

By: [Signature] By: [Signature]
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

INTERNATIONAL FINANCIAL SERVICES CORPORATION

Corporate offices:

1701 Lake Avenue, Glenview, Illinois 60025

(312) 729-7820

SCHEDULE "A" TO LEASE #87-128 AND/OR
SECURITY AGREEMENT-MORTGAGE ON GOODS AND CHATTELS
AND UNIFORM COMMERCIAL CODE #1 & #3 FILING FORM
DATED _____

LESSEE: BAY COUNTRY VETERINARY HOSPITAL

LESSOR: INTERNATIONAL FINANCIAL SERVICES CORPORATION

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	TABLE MARK-2
1	TABLE WALK-ON
1	SCALE #380
3	3.5V HALOGEN DIAG SET
1	WAL BULB REPL. LAMP
1	WALL BULB HALL. 3.8V
1	STETA (BLUE) CARDIOCOFY
1	STETA F-w
1	MICROSCOPE
1	CHAMPION 36" CUTTER
1	REFRACTOMETER-PROTOMETER
1	FH VMS-1
1	FH YOKE BLOCK 2
1	WAL FIBEROPTIC LARYNGOSCOPE KIT
1	BURDICK
1	BURDICK M-200 EGG-PKUP
1	MICROSON ULTRASONIC SCALER, COMPLETE 5 PIECES
1	POLI-PRO DETAL POLISHER
1	POLI-PRO DISP. ANGLES
1	POLI-PRO FINGER RING SET
1	POLI-PRO POLISHING PASTE
1	POLI-PRO RUBBER CUPS
1	STERILIZER
3	BUD ECG RECORDING PAPER
2	MONITORAPM
1	INSTRUMENT STAND
1	S.S. THORACIC POSITIONER
1	CLA TRIAC
2	PASSIVE ANESTHESIA
2	DICKFORD NON-REBREATHING SYSTEM

529 388-B

- 2 CAGE PAD THERMAL TEMP CONTROL
- 1 POSITIONER VACU. COMPL. KIT
- 2 BAG RESUSCITAGOR BICKFORD
- 1 WFX X-RAY ILLUM. SGL
- 1 WFX X-RAY ILLUM DBL
- 2 FH MASK K-9 LG
- 1 VETRO CAUTERY
- 6 CAGE 24H 24W 28 1/2 D/SS
- 4 CAGE IV HOLDER/HGR
- 10 SPONGE BOWLS SM
- 6 CAGE TAG HOLDERS

Instruments:

- 4 FCP ROCK-CARMELT 6 1/4" CVD
- 4 FCP ROCK-CARMELT 6 1/4" ST
- 3 HOOK OVAR 3/16 WIDE x4 SNOOK
- 4 KNIFE HDL #3
- 12 BACKHAUS TOWEL CLAMPS 3 1/2"
- 8 ALEIS TISSUE PCPS 6"
- 4 MAYO SCS 5 1/2" CVD
- 4 MAYO SCS 5 1/2" ST
- 6 KELLY FCP 5 1/2" ST
- 6 KELLY FCP 5 1/2" CVD
- 8 HALSTEAD MOSQ. FCPS 5" ST
- 8 HALSTEAD MOSQ. FCPS 5" CVD
- 4 FCP TISSUE, 5 1/2
- 4 MEJZENBAUM SCS 5 1/2 ST
- 4 MEJZENBAUM SCS 5 1/2 CVD
- 3 SCS SUTURE WIRE ANGLED
- 3 FCP OLSEN-HEFAR 5 1/2
- 1 ELEV 5 1/4 x 3/16
- 1 ELEV 5 1/4 x 1/8
- 1 FCP CANINE INCISORS & BICUSPID
- 3 SCS BDG CVD 5 1/2" SS

INTERNATIONAL FINANCIAL
SERVICES CORPORATION
Lessor

By [Signature]
(Title)

BAY COUNTRY VETERINARY HOSPITAL
Lessee

By [Signature]
(Title)

TRANSACTION IS A CONDITIONAL SALES CONTRACT. DEBTOR WILL OWN PROPERTY UPON PAYMENT OF ALL INSTALLMENTS. 8004 529 PAGE 389

MARYLAND FINANCING STATEMENT

273707

UCC-1

- ☒ Not Subject to Recordation Tax
☐ Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer

File No.: _____
Record Reference: _____
Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Arundel Crane Service Corporation
(Name or Names)
113 Holsum Way, Glen Burnie, MD 21061
(Address)
- DEBTOR: _____
(Name or Names)

(Address)
2. SECURED PARTY: Atlantic Industrial Credit Corporation
(Name or Names)
8767 Satyr Hill Road, Baltimore, MD 21234
(Address)
3. ASSIGNEE (if any)
of SECURED PARTY: _____
(Name or Names)

(Address)

4. This Financing Statement covers the following types (or items) of property:

1980
One - ~~XXXX~~ Used JLG Model 80F Aerial Work Platform
S/N 763930

RECORD FEE 11.50
#146970 C040 R03 11/17
07/14/88

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

RECORD FEE 11.00
POSTAGE .50
#146980 C040 R03 11/22
07/14/88

6. Proceeds of Collateral are covered hereunder: Yes ☒ No ☐
Products of Collateral are also covered: Yes ☐ No ☒

DEBTOR(S):
Arundel Crane Service Corporation
By: James E. Skelton (Title)
James E. Skelton, Vice President
(Type or print name of person signing)

SECURED PARTY:
Atlantic Industrial Credit Corporation
By: Robert E. Polack
Robert E. Polack, President
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: SECURED PARTY

11.00

FINANCING STATEMENT

BOOK

529 PAGE 390

Anne Arundel County

☒ Not subject to recordation tax
☒ Subject to recordation tax on
principal amount of \$11,888.00

1. Name of Debtor(s): THE BRITISH BREWING COMPANY, INC.
Address: 6759 Baymeadow Drive
Glen Burnie, MD 21061

270763

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: Metro Plaza One, 8401 Colesville Road
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

Inventory, Equipment, Accounts Receivable

4. Check the statements which apply, if any, and supply the information indicated:

RECORD FEE 11.00

RECORD TAX 77.00

POSTAGE .50

☐ (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

#311520 C345 R01 T14#42

07/15/88

☒ Proceeds of the collateral are also covered.

☒ Products of the collateral are also covered.

Debtor(s) THE BRITISH BREWING COMPANY, INC Secured Party:

Craig Stuart-Paul, President

FIRST AMERICAN BANK OF MARYLAND

By: Dennis L. Ortiz

(Type Name and Title)
Assistant Vice President

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

FINANCING STATEMENT

529 PAGE 391

☒ Not subject to recordation tax
☐ Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s):
Address:

House of Tropicals, Inc.
7389 Baltimore Annapolis Blvd.
Glen Burnie, Maryland 21061

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: Metro Plaza One, 8401 Colesville Road
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

Equipment, inventory & accounts receivable

RECORD FEE 11.00

POSTAGE .50

#311530 C345 R01 T14:42

07/15/88

4. Check the statements which apply, if any, and supply the information indicated:

☐ (If collateral is goods which are or are to become *fixtures*—describe real estate, include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

☒ Proceeds of the collateral are also covered.

☒ Products of the collateral are also covered.

Debtor(s): House of Tropicals, Inc.

John M. Hresko, Sr. Pres.

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By:

.....Dennis Ortiz, Assistant Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

273770

FINANCING STATEMENT

☒ Not subject to recordation tax
☐ Subject to recordation tax on
principal amount of \$.....

1. Name of Debtor(s): THE ROSE RESTAURANT, LTD.
Address: 6075 Belle Grove Road
Baltimore, MD 21225

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: Metro Plaza One, 8401 Colesville Road
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

Equipment, Inventory, Accounts Receivable

4. Check the statements which apply, if any, and supply the information indicated:

☐ If collateral is goods which are or are to become *fixtures*—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

☒ Proceeds of the collateral are also covered.

☒ Products of the collateral are also covered.

RECORD FEE 11.00

POSTAGE .50

#311550 0345 R01 T14:43

07/15/88

Debtor(s): THE ROSE RESTAURANT, LTD.

Louis L. Zagarino, President

Peter L. Antolini, Sec/Treas

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By:

Dennis L. Ortiz

(Type Name and Title)

Assistant Vice President

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270771

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Graphic Images of Annapolis, Inc.Address 2242 Bay Ridge Avenue, Annapolis, MD 21403

2. SECURED PARTY

Name Bay National BankAddress 2661 Riva Road, Bdlg. 700, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts and other rights to payments, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Graphic Images of Annapolis, Inc.

By: _____

(Signature of Debtor)

Carol A. Masciarelli, President

Type or Print Above Name on Above Line

Carol A. Masciarelli, Pres.

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bay National Bank

Joseph L. Schmitt

(Signature of Secured Party)

Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE .50

#311790 C345 R01 T15:54

07/15/88

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber ~~392~~ No. 392

Page No. 381,382

Identification No. 220033

Dated 9/25/78

1. Debtor(s) { Pepsi Cola Bottling Company of Annapolis, Inc.
Name or Names—Print or Type
7-11 Admiral Drive Annapolis MD 21401
Address—Street No., City - County State Zip Code

2. Secured Party { Maryland National Bank
Name or Names—Print or Type
1713 West Street Annapolis MD 21401
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 10.00
POSTAGE .50
#147940 0040 R03 T12:05
07/15/88

TEW

Dated: July 8, 1988

MARYLAND NATIONAL BANK
Name of Secured Party
By: Maureen S. Konschnu
Signature of Secured Party
Title: Vice President
Type or Print (Include Title if Company)

After filing, please return to:
N. Colleen Rose, Esquire
Frank, Bernstein, Conaway & Goldman
300 E. Lombard Street
Baltimore, MD 21202

15.50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber ~~R&H~~ No. 402

Page No. 359

Identification No. 225105

Dated 5/16/79

1. Debtor(s) { Pepsi Cola Bottling Company of Annapolis, Inc.
Name or Names—Print or Type
P. O. Box 1949 Annapolis MD 21404
Address—Street No., City - County State Zip Code

2. Secured Party { Maryland National Bank
Name or Names—Print or Type
225 North Calvert Street Baltimore MD 21202
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 10.00
POSTAGE .50
#147950 0040 R03 T12:06
07/15/88
TEW

Dated: July 8, 1988

MARYLAND NATIONAL BANK

By: Margaret S. Korsch
Name of Secured Party
Signature of Secured Party

Title: Vice President
Type or Print (Include Title if Company)

After filing, please return to:
N. Colleen Rose, Esquire
Frank, Bernstein, Conaway & Goldman
300 E. Lombard Street
Baltimore, MD 21202

15.80

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber R&N No. 403

Page No. 130

Identification No. 225336

Dated 5/25/79

1. Debtor(s) { Pepsi Cola Bottling Company of Annapolis, Inc.
Name or Names—Print or Type
P. O. Box 1949 Annapolis MD 21404
Address—Street No., City - County State Zip Code

2. Secured Party { Maryland National Bank
Name or Names—Print or Type
225 N. Calvert Street Baltimore MD 21202
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 10.00
POSTAGE .50
#147960 C040 R03 112:07
07/15/88
IEW

Dated: July 8, 1988

MARYLAND NATIONAL BANK
Name of Secured Party
By: Maurice J. Konschnu
Signature of Secured Party
Title: Vice President
Type or Print (Include Title if Company)

After filing, please return to:
N. Colleen Rose, Esquire
Frank, Bernstein, Conaway & Goldman
300 E. Lombard Street
Baltimore, MD 21202

15.50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber ~~XXX~~ No. 423

Page No. 507

Identification No. 231846

Dated 3/26/80

1. Debtor(s) { Pepsi Cola Bottling Company of Annapolis, Inc.
Name or Names—Print or Type
P. O. Box 1949 Annapolis MD 21404
Address—Street No., City - County State Zip Code

2. Secured Party { Maryland National Bank
Name or Names—Print or Type
1713 West Street Annapolis MD 21404
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 10.00
POSTAGE .50
#147970 0040 R03 112:08
07/15/88
TEW

Dated: July 8, 1988

MARYLAND NATIONAL BANK

Name of Secured Party
By: Maureen S. Konschnu
Signature of Secured Party
Title: Vice President
Type or Print (Include Title if Company)

After filing, please return to:
N. Colleen Rose, Esquire
Frank, Bernstein, Conaway & Goldman
300 E. Lombard Street
Baltimore, MD 21202

158

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber ~~XX~~ No. 427

Page No. 281

Identification No. 233425

Dated 7/16/80

1. Debtor(s) { Pepsi Cola Bottling Company of Annapolis, Inc.
Name or Names—Print or Type
P. O. Box 1949 Annapolis MD 21404
Address—Street No., City - County State Zip Code

2. Secured Party { Maryland National Bank
Name or Names—Print or Type
225 North Calvert Street Baltimore MD 21202
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 10.00
POSTAGE .50
#147980 0040 R03 712:08
07/15/88
TEN

Dated: July 8, 1988

MARYLAND NATIONAL BANK

Name of Secured Party
By: Maureen S. Konschnik
Signature of Secured Party
Title: Vice President
Type or Print (Include Title if Company)

After filing, please return to:
N. Colleen Rose, Esquire
Frank, Bernstein, Conaway & Goldman
300 E. Lombard Street
Baltimore, MD 21202

18.50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber ~~KAX~~ No. 431

Page No. 477

Identification No. 235550

Dated 11/24/80

1. Debtor(s)

{ Pepsi Cola Bottling Company of Annapolis, Inc.
Name or Names—Print or Type
{ P. O. Box 1949 Annapolis MD 21404
Address—Street No., City - County State Zip Code

2. Secured Party

{ Maryland National Bank
Name or Names—Print or Type
{ 225 N. Calvert Street Baltimore MD 21202
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 10.00
POSTAGE .50
#147990 C040 R03 112:09
07/15/88
TEW

Dated: July 8, 1988

MARYLAND NATIONAL BANK

Name of Secured Party

By:

Maurice J. Korschun
Signature of Secured Party

Title:

Vice President
Type or Print (Include Title if Company)

After filing, please return to:
N. Colleen Rose, Esquire
Frank, Bernstein, Conaway & Goldman
300 E. Lombard Street
Baltimore, MD 21202

15.50

Financing Statement Records
Anne Arundel County

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber ~~RA~~ No. 472 Page No. 600
Identification No. 251835 Dated 4/30/84

1. Debtor(s) { Pepsi Cola Bottling Company of Annapolis, Inc.
Name or Names—Print or Type
P. O. Box 1949 Annapolis MD 21404
Address—Street No., City - County State Zip Code

2. Secured Party { Maryland National Bank
Name or Names—Print or Type
1713 West Street Annapolis MD 21401
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 10.00
POSTAGE .50
#148000 0040 R03 112:09
07/15/98
TEW

Dated: July 8, 1988 MARYLAND NATIONAL BANK
Name of Secured Party
By: Maureen S. Korschniak
Signature of Secured Party
Title: Vice President
Type or Print (Include Title if Company)

After filing, please return to:
N. Colleen Rose, Esquire
Frank, Bernstein, Conaway & Goldman
300 E. Lombard Street
Baltimore, MD 21202

TO BE RECORDED AMONG THE CHATTEL RECORDS OF
ANNE ARUNDEL COUNTY, MARYLAND

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

☐ TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use
File No.
Date &
Hour.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
--	-----	--------	------	-------

TIAB Corporation, a Pennsylvania
corporation, a/k/a T.I.A.B. Corporation,
d/b/a Kemp Mill Records

10209 Bacon Drive
Beltsville, MD 20705

Name of Secured Party or assignee	No.	Street	City	State
-----------------------------------	-----	--------	------	-------

SOVRAN BANK/DC NATIONAL, 1801 K Street, N.W., Washington, D.C. 20006

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Schedule "A" attached hereto and incorporated herein by reference.

RECORD FEE 17.00
RECORD TAX 210.00
POSTAGE .50
#149370 0040 R03 113:05
07/18/89

RETURN TO:

(If affixed to realty—state value of each article)

CHECK ☒ THE LINES WHICH APPLY

2. ☐ If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
3. ☐ If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
4. ☒ Proceeds of collateral are also covered: ☒ Products of collateral are also covered:
5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is ~~is not~~ subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is \$1,356,947.35 of which \$30,000.00 Debtor(s) or assignor(s) is taxable. *Recordation Tax \$210.00*

TIAB Corporation, a Pennsylvania Corporation,
a/k/a T.I.A.B. Corporation, d/b/a Kemp Mill

By:

Stanley Wahler, President

(Type or print name under signature)

SOVRAN BANK/DC NATIONAL

(Seal)

(Corporate, Trade or Firm Name)

BY:

Signature of Secured Party or Assignee

Laura Holt Jones, Commercial Account Officer

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

17.00
210.00
227.00
21.00

SOVRAN BANK/DC NATIONAL
1801 K Street, N.W.
Washington, D.C. 20006
ATTN: Ms. Laura Jones

SCHEDULE "A" TO FINANCING STATEMENT

This Financing Statement pertains to the following collateral which is located at one or more of the Debtor's addresses as set forth in Schedule "B" attached hereto and incorporated herein by reference, or elsewhere:

(a) All of Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sales contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of Debtor's business, together with all liens, guarantees, securities, rights, remedies and privileges pertaining to any of the foregoing;

(b) All of Debtor's present and future furniture, fixtures, equipment, machinery and supplies of every type and nature, together with all present and future accessories, additions and/or replacements thereto, excluding all computer-related equipment, software and peripherals, and specifically excluding the items described on Schedule "C" attached hereto and incorporated herein by reference;

(c) All property, goods and chattels of the same classes as those described above, acquired by Debtor subsequent to the execution of this Agreement and prior to its termination;

(d) All cash and non-cash proceeds of any or all of the foregoing;

(e) All increases, substitutions, replacements, additions and accessions to the foregoing; and

(f) The Debtor has covenanted and agreed with the Secured Party that so long as the Debtor shall be indebted to the Secured Party or its successors or assigns, whether as maker, endorser, guarantor, or otherwise, whether such obligation be incurred before or after the date hereof, and until this instrument is terminated, the Debtor shall not without the Secured Party's prior written consent convey, or incur, create, assume, suffer or permit to exist any lien, pledge, security agreement, chattel mortgage, or otherwise encumber any of the Debtor's present or future inventory of any type (the "Property"), except in favor of the Secured Party. The foregoing shall not, however, preclude consignment interests, landlord liens or sale or purchase money financing, including the granting of purchase money security interests in the above by the Debtor in the ordinary course of the Debtor's business.

SCHEDULE "B" TO FINANCING STATEMENT

TIAB CORPORATION

MO-ADAMS MORGAN 2459 B 18th St., NW Washington, DC 20001 202-387-1011	AD-ANNANDALE 16912 Braddock Rd Annandale, VA 22003 703-354-3117	AN-ANNAPOLIS 1150 D Jennifer Rd Annapolis, MD 21043 301-261-8483
AH-ASPEN HILL 13623 A Georgia Ave Silver Spring, MD 20906 301-929-0411	BX-BAILEYS X ROAD 15851 Leesburg Pike Baileys X Roads, VA 22041 703-931-0313	BL-BELLEVUE 11514 Bellevue Blvd Alexandria, VA 22307 703-768-0905
BC-BRIGGS CHANEY 12811 Outlet Dr. Silver Spring, MD 20904 301-890-6161/6163	CM-CHILLUM 15609 Sargent Rd Chillum, MD 20783 301-559-3392	CP-COLLEGE PARK 17310 Baltimore Blvd College Pk, MD 20840 301-779-1061
CD-COLUMBIA 5435 Dobbin Rd Columbia, MD 21045 301-982-1339	DC-DUPONT CIRCLE 11518 Connecticut Ave, NW Washington, DC 20036 202-332-8247/8401	FA-FAIR CITY 19650 Main St. #51 Fairfax, VA 22046 703-323-1584
FP-FALLS PLAZA 1283 B West Broad St. Falls Church, VA 22046 703-532-2016	GB-GAITHERSBURG 1534 N. Frederick Ave Gaithersburg, MD 20760 301-258-0246	GW-GREENWAY 17541 Greenbelt Rd Greenbelt, MD 20770 301-474-6664/0359
LM-LAUREL 356 Domer Ave Laurel, MD 20707 301-498-2120	LD-LOEHMANN 17268 Arlington Blvd Falls Church, VA 22042 703-573-1668	MS-MANASSAS 16359 B Sudley Rd Manassas, VA 22091 703-631-4964
MH-MARLOW HEIGHTS/IVERSON 3801-C Branch Ave. Temple Hills, MD 20748 301-423-6311	PM-POTOMAC MILLS Space 795 Suite 957 2700 Potomac Mills Circle Woodbridge, VA 22192 703-643-2299	RN-RESTON 11130 Southlakes Dr Reston, VA 22091 703-620-0340
RV-ROCKVILLE 891 A Rockville Pike Rockville, MD 20852 301-251-0666	VD-VAN DORN 1261 S. Van Dorn St. Alexandria, VA 22304 703-370-5333	VV-VIENNA 1331 Maple Ave Vienna, VA 22180 703-938-8840
WM-WHEATON 1251 Lambertson Dr Wheaton, MD 20902 301-549-1595	WF-WHITE FLINT 15204 Nicholson Lane Kensington, MD 20895 301-468-2908	WA-WISCONSIN AVE 11260 Wisconsin Ave NW Washington, DC 20007 202-333-1392
RE-REHOBOTH 3 First Street Rehoboth Beach, DEL 19971	OL-OLNEY 18149 Village Mart Dr. Olney, MD	VN-VAN NESS 4304 A Connecticut Ave NW Washington, D.C.
YR-YORKRIDGE 6 West Ridgely Road Lutherville, Md 21093	NEW DISTRIBUTION CENTER 11420 Old Baltimore Pike Beltsville, Md 20705	

SCHEDULE "C" TO THE FINANCING STATEMENT

Description of computer hardware equipment:

1 Printronics P-300
1 P-300 Pedastal
1 MUP-150 B
1 MUP-150 Pedastal
1 QMS Magnum Obard
1 Magnum 357
1 Uniform Power Supply
1 Zilog Model 32 Computer
12 Terminals
3 Scanner/light pens
1 U.S. Robotics Modem
12 Terminal Cables/install.
SMC Basic

Debtor or Assignor Form

FINANCING STATEMENT

☒ Not subject to Recordation Tax☐ To be Recorded in Land Records (For Fixtures Only).☐ Subject to Recordation Tax; PrincipalAmount is \$ ~~32.50~~ 2775.40Name of DebtorAddress

The Deringer Group Inc.
 Joseph J. Deringer, President
 Joseph J. Deringer, Individually

335 Cove Road
 Riva, Md. 21140

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate
 list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

Honeywell Dell 20 MHz, 80286 Microcomputer with VGA display monitor and all associated equipment.
 Serial # SYS 220000394

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

RECORD FEE 13.00

RECORD TAX 21.00

POSTAGE .50

3. ☐ Proceeds } of the collateral are also specifically covered.
☐ Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)
 The Deringer Group Inc.

Secured Party (or Assignee)

#312970 0055 E01 T08:34

BY: Joseph J. Deringer, President

FARMERS NATIONAL
 BANK OF MARYLAND

BY: Joseph J. Deringer, Individually

07/19/88

BY: *[Signature]*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
 5 CHURCH CIRCLE
 ANNAPOLIS, MARYLAND 21401

13-
 21-
 .50

STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT, ETC.

This statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR and Address (Last Name First) Environmental Elements Corporation 3700 Koppers Street Baltimore, Maryland 21227	2. SECURED PARTY and Address American Security Bank, National Association 1501 Pennsylvania Avenue, N.W. Washington, D.C. 20013
3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)	4. RETURN TO: Carl E. Eastwick, Esquire Weinberg and Green 100 South Charles Street Baltimore, Maryland 21201

5. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:Number: 248060 Date: July 11, 1983Record Reference: Liber 463, Page 380 Anne Arundel County Financing Records

6. A. CONTINUATION <input type="checkbox"/> The Original Financing Statement referred to above between the foregoing Debtor and Secured Party is still effective.	6. B. RELEASE <input checked="" type="checkbox"/> From the collateral described in the Original Financing Statement referred to above, the Secured Party releases the collateral listed below.
6. C. ASSIGNMENT <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the Financing Statement referred to above in the property listed below.	6. D. OTHER <input type="checkbox"/> <div style="text-align: right;"> RECORD FEE POSTAGE \$17.370 CTTT R04 TOPICS 07/19/83 </div>

INFORMATION:

Secured Party hereby releases the collateral described in Schedule 1 and Schedule 2 attached hereto and the proceeds and products of such collateral from the security interest granted by the Debtor to the Secured Party under the Loan and Security Agreement dated July 8, 1983, as amended, (the "Agreement") by and between the Debtor and the Secured Party and further described in the original financing statement referred to in item 5 above.

(See Continuation Page Attached)

Dated June 30, 1988

UCC-6

SECURED PARTY:American Security Bank, National AssociationBy: Gerard M. Keeley (Title)Gerard M. Keeley
Executive Vice President

212-80

(Continuation Page)

This release constitutes a partial release of the collateral subject to the security interest granted by the Debtor to the Secured Party under the Agreement, and the Secured Party retains its security interest under the Agreement in the collateral described therein and in the original financing statement referred to in item 5 above only to the extent that such security interest has not been released in this and any prior statements of release filed by the Secured Party or its assignee, if any, pursuant to Section 9-406 of the Commercial Law Article of the Annotated Code of Maryland.

SCHEDULE 1

- 1(a) Tangible property (list attached)
- 1(b) Patent and Trademark assets
 - i. Patents and Trademarks (lists attached)
- 1(c) Other intangible assets
 - i. Installation list
 - ii. Engineering drawings, specifications
 - iii. Shop detail drawings, bills of material, and manufacturing routing
 - iv. Standard material requisitions and typical purchase orders
 - v. Blanket purchase orders, vendor supply contracts and key vendor files
 - vi. Operating data, performance data
 - vii. Master licensing technology file and data package, and executed licensing agreements
 - viii. Active and inactive contract files
 - ix. Cost data and estimating computer programs
- 1(d) Inventory (summary and detail list attached)

Schedule 1(a)

Water Treatment Systems Division Tangible Property

DESCRIPTION:

Engineering Fixtures, Patterns, Dies

- Property on the premises of Pultrusions Corporation, 1331 So. Chillicothe Road, Aurora, OH 44202
 - cell sheet tool identified as asset number 735
 - hold down angle fixture identified as asset number 739
 - fixture identified as asset number 740
- Property on premises of Premix, Inc., No. Kingsville, OH 44068
 - 2 wear strips and I cavity, identified as asset numbers 736 and 741
 - 8 inch core, identified as asset number 743
 - 12 inch core, identified as asset number 753
 - fixture identified as asset number 738
 - fixture identified as asset number 742
 - cell end and outlet identified as asset number 737
- Patterns on premises of Horsburgh & Scott, 5114 Hamilton Avenue, Cleveland, OH 44114-3985
 - 5 Drive models with serial numbers C14800, C15800, C16600, C18600, and C110000

Research and Development Equipment

- Trailer-Mounted ABW Filter - 150,000 gpd capacity, identified as asset number 883
- Traveling bridge 6ft.sq. pilot module
- Single Compartment 4ft. sq. pilot module & controls, identified as asset number 893
- Two five-inch diameter test columns & controls
- Automatic Wash Sedimentation Filter pilot module
- Magnetic flowmeter and miscellaneous pumps, identified as asset number 895
- Single compartment 8 ft. sq. test module
- Misc. laboratory comprised of Mettler analytical balancer, oster pipe threader, oxygen meter and fp converter identified as asset numbers 890, 901, 907 and 908
- Blue box furnace identified as asset number 823
- Air compressor identified as asset number 885

Sales Office - Chicago, 401 Town Square, Suite 103-A, Schaumburg, IL 60193

- Chicago office furniture, identified as asset number 170
- IBM typewriter, identified as asset number 169

Water Treatment Systems Executive Section Equipment

- RDA Teleprinter and Acous Coupler, identified as asset number 244
- 2 IBM typewriters, identified as asset numbers 104 and 108
- Bruning Addressograph Multigraph Model 5500 Microfilm Printer
- Dietzgen 4313 Microfilm Reader, identified as asset number 115
- Manuals and brochures

Date: Revised 6/24/88

ENVIRONMENTAL ELEMENTS CORPORATION
PATENTS: Water Treatment Systems

SCHEDULE 1(b)

Docket No.	U.S. Appl. Ser. # Patent	U.S. Appl. File Date Pat. Expir. Date	Title	Abstract/Inventor/Assignmt. Reel-Frame	Priority No.	Foreign Issue Country/No./Exp. Date	Notes
66H36	2,724,506	2/17/51 11/22/72	Sediment & Agitating Apparatus	Agitating devices/Hardinge		None	Expired
66H37	2,750,038	8/23/51 6/12/73	Material Handling Mechanism	Hydraulic reciprocating motion/ Hardinge		None	Expired
66H48	285,684 3,239,061	6/5/63 3/8/83	Automatic Backwash Sand Filter and Cleaning Process	ABW sand filter and cleaning same/Horning-Jacobs/3071-983	1	Can/749760/12-83 Jap/8971740/5-79/Utility Model U.K./1056115/5-84 Abn.	U.S. Exp.
73H97	s/n 353,487	4/23/73 Abandoned U.S. filing in May 1975	Method & Apparatus for Selectively Backwashing-Continuous Filtering	Continuous filtering system/Horning	1	Braz/7403280/App1. 4-74 Abn. Can/191413/Abn. 8-77 Fr/74-10014/3-94 Ger/P24116425 Appl./ Abn. 1-77 It/P1035073/4-94 Jap/14396 Appl./ Abn. 2-78 SoAf/742258/4-90/ U.K./1,442,543/4-94	Renewed 3-87
74H21	s/n 572,723	4/29/75	Method & Apparatus for Continuously Filtering a Contaminated Liquid in a Liquid Purifying System	Open filter bed & tank for liquid dual media/Horning	1	It/49245/76/App1./Rn 9-84 Jap/50712/App1. 1976/ Abn. 5-83 Taiw/N19818/4-91/Rn 4-87	Renewed 5-88
74H21C			Dual Media ABW	/Horning			ABN 8-77
74H81			Floating Skimmer for Water Filters & Clarifiers	/Jones			Disclosure ABN 9-76

Date: Revised 6/24/88

ENVIRONMENTAL ELEMENTS CORPORATION
PATENTS: Water Treatment Systems

SCHEDULE 1(b) continued

Docket No.	U.S. Appl. Ser. # Patent	U.S. Appl. File Date Pat. Expir. Date	Title	Abstract/Inventor/Assignmt. Reel-Frame	Priority No.	Foreign Issue Country/No./Exp. Date	Notes
75H19	s/n 670,261	3/25/76	ABW Effluent Cover	Collection of deflected surface contaminants/ Barnhouser/3644-291	1	Can/1,097,573/3-98	ABN 1-77
75H29	604,432 4,166,036	8/13/75 8/28/96	Floating Skimmer Apparatus			It/11-76/App1. Jap/1067229/3-96 U.K./1,541,853/10-96/	No fees req'd Lapsed 3-85 Lapsed. Appealed 5-88
75H35	644,827 4,048,076	12/29/75 9/13/94	Center Column Drive Arrangement for Circular Clarifiers	/Pearre-Carighead/3434-285	4	None	
76H22	s/n 770,686	2/22/77	ABW Filter w/Passive Backwash Structure	/Storm	4		ABN 7-80
76H22C	s/n 162,946	6/25/80	ABW Filter w/Passive Backwash Structure	/Storm	4		ABN 10-80
76H126	776,722 4,133,766	3/11/77 1/9/96	Filter Media Support and Containment System	Improved granular media filter/Adie/3584-906	1	Aust/513986/12-94 Can/1,109,402/9-98 Den/5857/78/App1. 12-78 Fr/7900373/1-99 Ger/P2900517.2-09/7-2000 Ind/151110/5-93 It/48377-78/App1. Jap/1193599/3-99 Nor/App1. 1-79/Abn. 2-78 Swe/79-00081-6/3-99 Switz/639862/1-99	Renewed 2-88 No ren. req'd Ann. paid 5-88 Renewed 3-88 Ann. due 9/88 Renewed 4-88 Ann. paid 4-88 Renewed 6-88 Renewed 5-88

Date: Revised 6/24/88

SCHEDULE 1(b) continued

ENVIRONMENTAL ELEMENTS CORPORATION
PATENTS: Water Treatment Systems

Docket No.	U.S. Appl. Ser. # Patent	U.S. Appl. File Date Pat. Expir. Date	Title	Abstract/Inventor/Assignmt. Reel-Frame	Priority No.	Foreign Issue Country/No./Exp. Date	Notes
76H126 (Cont'd)							Ren. due 7-88 Renewed 2-88
77H71			Lamella Separator	/Walters/6-77		Taiw/9221/7-89/Rn. 7-84 U.K./1578509-3-98	Needs add. dev.
78H65	s/n 135,169	3/28/80	Buoyant Media Filter See 78H65C	Upflow bouyant media filter/ Simmers	4	None	
78H65C	421,816 4,446,027	5/1/20001	Buoyant Media Filter	Upflow buoyant media filter/ Simmers	4	None	
78H100			Adjustable Sloping Plates for Lamella Separator	/Mao/			Pat. Pend.
78H101			Nutating Drive Assembly for Flocculators or Mixers	Variable speed/Pearce/10-78			On Hold
78H107			Series Filtration	Allows greater loading/Walters/ 10-78			Needs add. dev.
79H1			U-Tube Filter	/Simmers/12-79			On Hold
79H3			Automatic Wash Sedimentation Filter	Allows uninterrupted sedi- mentation and rapid sand filtration simultaneously/ Adie/1-79			Needs add. dev.
84H1			Sludge Cake Comminution	Nozzle spraying of media/ Horstman			Date being devlpd. for disclosure (7/84)

Date: Revised 6/24/88

SCHEDULE 1(b) continued

ENVIRONMENTAL ELEMENTS CORPORATION
PATENTS: Water Treatment Systems

Docket No.	U.S. Appl. Ser. # Patent	U.S. Appl. File Date Pat. Expir. Date	Title	Abstract/Inventor/Assignmt. Reel-Frame	Priority No.	Foreign Issue Country/No./Exp. Date	Notes
84H4	760,258 4,617,131	7/29/85 10/14/2003	Method & System of Cleansing a Filter Bed	Improved Valve Control/ Walker/4451-630-632	1	European Patent Conv. (EPC) 10 Countries: Austria, Belgium Sweden, France W. Germany, Switz., Liechtenstein, Italy, Netherlands, U.K. Den/App. 3578/86 Ireland/App. 1524/86 Norway/App. 862755 China/App. P862400 India/App. 420/CAL/86 Australia/App. 57991/86 Japan/App. 138031/86 Mexico/App. 2760 Canada/App. 510542 Korea/App. 6199/86 SoAfr/86-4188/6-2006 Brazil/App. P18602891	Appl. 86 401400.6 Ann. paid 6/25/86 Ann. paid 6/88 Filed 7/28/86 Ann. due 7-88 Filed 6/9/86 Filed 7/8/86 Filed 7/28/86 Filed 6/5/86 Filed 5/28/86 Ann. paid 4-88 Filed 6/13/86 Filed 7/10/86 Filed 9/10/86 Filed 7/29/86 Ann. paid 3-88 Renew every 3 years Filed 6/23/86
84H4CIP	913,338	9/30/86	Improved Method & System of Cleansing a Filter Bed	Improved Valve Control/ Walker/Adie/Shapiro		Filing in process Same as 84H4	Pat. Pend.

ENVIRONMENTAL ELEMENTS CORPORATION

WTS TRADEMARK REGISTRATION SUMMARY

TRADEMARK	COUNTRY	REGISTRATION NUMBER	DATE OF REGISTRATION	(DATE FOR RENEWAL)	INT'L CLASS (US)	STATUS
ENELCO-ABW	Australia	Appl. 450239	Filed 8/13/86		11	In examination stage
ENELCO-ABW	Austria	110689	3/27/85	10/23/95	11	Ren. 10/23/95 & every 10 years
ENELCO-ABW	Denmark	2399/86	8/29/86	8/29/96	11	Renew every 10 Years
ENELCO-ABW	Germany	1097013	8/23/85	8/23/95	11 & 7	Renew every 10th Year
ENELCO-ABW	Ireland	115999	7/5/85	7/5/92	11	Ren. by 7/5/92 for addtl 14 Years
ENELCO-ABW	Switzerl.	339212	4/25/85	4/25/2005	11	Renew every 20th year
ENELCO-ABW	U.K.	81233708	1/16/85	1/16/1992	11	Renew every 14th year
ABW	Benelux	407051	1/22/85	1/22/95	11	Ren. 1/22/95-Instruction s requesting filing application due
ABW	Bophuthat- swana	B85/15352	5/7/85	5/7/95	7	Renew every 10 years

ENVIRONMENTAL ELEMENTS CORPORATION

WTS TRADEMARK REGISTRATION SUMMARY

TRADEMARK	COUNTRY	REGISTRATION NUMBER	DATE OF REGISTRATION	(DATE FOR RENEWAL)	INT'L CLASS (US)	STATUS
ABW	Canada	234034	7/20/79	7/20/94	--	Renewal due on 7/20/94
ABW	France	1296714	1/23/85	1/23/95	11	Use before 1/23/90 Ren. 1/23/95
ABW	Greece	79312	3/5/85	3/5/95	11	Ren. 3/5/95 & every 10 years
ABW	Italy	456087	2/1/85	2/1/95	11	Ren. 2/1/95 & every 20 years
ABW	Mexico	214452	6/8/78	6/8/81	31	Lapsed-Renew when used
ABW	Norway	863518	Appl. 9/5/86		11	Amended spec filed 4/15/88
ABW	Papua New					Filing never completed (7/18)
ABW	Philippines					Filing never completed (6/79)
ABW	So. Africa	B85/0104	1/3/85	1/3/95	7	Renewal due on 1/3/95
ABW	So. West Africa	B85/0385	4/25/85	4/25/95	7	Ren. 4/25/95 & every 10 years

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Revised 7/1/88

Schedule 1(b) -continued

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ENVIRONMENTAL ELEMENTS CORPORATION

WTS TRADEMARK REGISTRATION SUMMARY

TRADEMARK	COUNTRY	REGISTRATION NUMBER	DATE OF REGISTRATION	(DATE FOR RENEWAL)	INT'L CLASS (US)	STATUS
ABW	Spain	1093166/X	3/20/86	3/20/91	11	Ren. 3/20/91 & every 5 years
ABW	Taiwan	102383	8/1/78	7/31/88	92	Renewal due 7/31/88
ABW	Transekei	8510353	5/7/85	Unlimited	7	Registered 5/7/85
ABW	USA	1088629	4/4/78	4/4/98	11	Renewal due on 4/4/98
ABW	Venda	Appl. 85/0311	Filed 5/7/85		7	Filing in process

Schedule 1(d) - continued

INVENTORY REPORT									
INVENTORY REPORT									
100, MAY 31, 1963, 4:50 PM									
WATER TREATMENT									
CLASS - 10000 INVENTORY REPORT									
CONTROL NO.	PART NO. / DESC.	QTY	UNIT	QTY	UNIT	QTY	UNIT	QTY	UNIT
									</

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Schedule 1(d) - continued

EXPERIMENTAL ELEMENTS (OFF-BUDGET)											
Information for the REFUGEE											
DD FORM 30, 1-60, 4-50 FM											
DATE 12/1/61											
INVEST	CLASS - 1459	PART NO.	REORDER	PT.	QTY	ON HAND	QTY	ON ORDER	RESERVED	QTY	EXTENDED VALUE
NO.	DESC.	PT.	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY
FRAS0126	AD12223-01	0	0	0	0	0	0	0	0	0	0
	FRAME MEMBER SIDE FOR 12" X 12" FILTER - REV. C										
	(PART OF CORRIGATE FRAME)										
FRAS0126F	AD12230-01	0	0	0	0	0	0	0	0	0	0
	FRAME MEMBER SIDE FOR 12" X 12" FILTER - REV. C										
	(PART OF CORRIGATE FRAME)										
FRAS0116	AD12029-01	0	0	0	0	0	0	0	0	0	0
	FRAME MEMBER SIDE FOR 16" X 16" FILTER - REV. E										
	(PART OF CORRIGATE FRAME)										
FRAS016F	AD12030-01	0	0	0	0	0	0	0	0	0	0
	FRAME MEMBER SIDE FOR 16" X 16" FILTER - REV. C										
	(PART OF CORRIGATE FRAME)										
GUAL	AC12124-SA	1	0	0	0	0	0	0	0	0	0
	GUARD CHAIN ASSEMBLY (REV. C)										
	(MUST BE MADE IN MULTIPLES OF 2)										
KEY123	W435623	6	0	0	0	0	0	0	0	0	0
	KEY SO. 1/2 X 3										
	(MUST BE MADE IN MULTIPLES OF 4)										
K113	AA30203	2	4	0	0	0	0	0	0	0	0
	MOUNTING ELECTRICAL CONNECTION ORG. HARDWARE REV. D										
K114	AA30204	5	10	0	0	0	0	0	0	0	0
	MOUNTING CLEANER END REV. C										
K118	AA30213	163	160	0	0	0	0	0	0	0	0
	BRACKET SUPPORT WASHWATER LOUVER WITH HARDWARE (REV. C)										
K1181	AA30201	1	3	0	0	0	0	0	0	0	0
	BACKWASH ASSEMBLY, REV. G										
	(MAY BE REPLACED BY ANOTHER GEAR IN THE FUTURE PL)										
K1114	AA30207	14	10	0	0	0	0	0	0	0	0
	HARDWARE CELL ASSEMBLY (9" X 18") REV. E										
K1114H	AA30208	6	10	0	0	0	0	0	0	0	0
	ANGLE CELL HARDWARE (9" X 18") REV. E										
K1115	AA30209	11	10	0	0	0	0	0	0	0	0
	HARDWARE END ASSEMBLY (9" X 18") REV. E										

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Schedule 1(d) - continued

PAGE 239											
CONTRACTOR'S REPORT (SEE PAGE 10) DEPARTMENT OF THE ARMY MAY 30, 1964, 4:50 PM OFFICE (27-1110)											
ITEM NO.	CLASS	DESCRIPTION	QTY	UNIT	QTY	UNIT	QTY	UNIT	QTY	UNIT	EXTENDED VALUE
621 - 1459	CLASS	16100 NADIRAL FOR THE PORTS									
CONTROL	PART NO.	P E O P L E	QTY	UNIT	QTY	UNIT	QTY	UNIT	QTY	UNIT	
	2 DES.	PT.	QTY	UNIT	QTY	UNIT	QTY	UNIT	QTY	UNIT	
PIPE 1123	AA31025-3	1	18	FT	20	FT	0	FT	20	FT	80.46
	PIPE SCH 80 1-1/2" X 1/4" W.P.										
	REFLECTOR 4531027-6 R. 4531027-7										
PIPE 1128	AA31025-4	4	20	FT	55	FT	0	FT	55	FT	226.10
	PIPE SCH 80 1-1/2" X 1/4" W.P.										
	MUST BE MADE IN MULTIPLES OF 5										
PIPE 1173	AA31027-46	1	25	FT	30	FT	0	FT	30	FT	369.72
	PIPE SCH 40 FV 3 X 3 1/4"										
	ALL MATERIAL FURNISHED FOR THIS PORT MUST BE										
PIPE 1223	AA31027-27	1	32	FT	28	FT	0	FT	28	FT	163.96
	PIPE SCH 40 FV 3 X 3 1/4"										
	ALL MATERIAL FURNISHED FOR THIS PORT MUST BE										
PLATE	AA31021-4	24	132	FT	264	FT	0	FT	264	FT	589.98
	PLATE ANCHOR ALUMINUM										
	MUST BE MADE IN MULTIPLES OF 24										
PLATE	AA31033	100	500	FT	340	FT	0	FT	340	FT	1422.00
	PLATE LEVELING FOR 430 FV 1 X 1/4" W.P.										
	MUST BE MADE IN MULTIPLES OF 20										
PLATE	AA31033	0	0	FT	0	FT	0	FT	0	FT	0
	PLATE PUMP SPUR										
	DO NOT REORDER - MATERIAL SUBMITTED FROM MRS. TO FV										
PLATE	AA31045-54	1	4	FT	8	FT	0	FT	8	FT	646.40
	PLATE SUPPORT BACKWASH PUMP MOUNTING										
	(FOR FLYGT SUENERSIBLE LINE)										
PLATE	AA31023-1	4	12	FT	1	FT	0	FT	1	FT	31.49
	PLATE WASHWATER W/ATOP 117.1										
PLATE	AA31065-01	1	4	FT	14	FT	0	FT	14	FT	46.99
	PLATE WIPER										
	MUST BE MADE IN MULTIPLES OF 4										
PLATE	AA31043-54	5	20	FT	5	FT	0	FT	5	FT	129.25
	PLATE WASHWATER PUMP 400 FOR 117.1 W/ATOP 117.1										
	INTERCHANGEABLE WITH 117.1 FV 1 X 1/4" W.P.										
PLATE	AA31003	20	400	FT	10	FT	0	FT	10	FT	504.00
	PORT INFLUENT FV 1 X 1/4" W.P.										
	FORNEPLC ORDERED ON 117.1										
PLATE	AA31021-54	10	10	FT	10	FT	0	FT	10	FT	841.00
	PORT GUIDE 117.1										

Schedule 1(d) - continued

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INVESTMENT ELEMENTS CATEGORICAL INVESTMENT REPORT TOP: MAY 31, 1983, 4:50 PM WATER TREATMENT												
INVEST	CLASS	16100 NUMBER OF THE LOTS										
CONTROL	PART NO.	FEET OF PIPE	QTY	UNIT	QTY	ON ORDER	QTY	ON ORDER	QTY	RESERVED	QTY	EXTENDED VALUE
NO.	/ DESC.	PT.										
STEL9	AC31050-1	73	300	10	450	300	10	450	300	10	450	49.32
	STRIP LEVELING, 3" PEV, B (MUST BE MADE IN MULTIPLES OF 2)											
SRR	AD10651-5	6	25	FL	136	25	FL	136	25	FL	136	455.95
	STRIP RETAINER (MUST BE MADE IN MULTIPLES OF 25)											
SUF1	AD10650-1	14	24	FC	24	24	FC	24	24	FC	24	542.68
	SUPPORT PIPE INITIAL (MUST BE MADE IN MULTIPLES OF 24)											
SUP31	AC10523-01	18	23	FC	23	23	FC	23	23	FC	23	266.34
	SUPPORT ANGLE LEANER AND CORNER SHOTLE ROD (MUST BE MADE IN MULTIPLES OF 18)											
SUPPL	AC31046-5A	2	15	FC	15	15	FC	15	15	FC	15	711.00
	SUPPORT LOWER PUMP MOUNTING, REV. B (MUST BE MADE IN MULTIPLES OF 15)											
SUPP4	AC31047-5A	2	45	FC	45	45	FC	45	45	FC	45	159.00
	SUPPORT UPPER PUMP MOUNTING, REV. B (MUST BE MADE IN MULTIPLES OF 45)											
SUPSE	9831031-3A	0	0	FC	29	29	FC	29	29	FC	29	1658.80
	SUPPORT SKINNER PUMP PIV. B (BEING PHASED OUT PER LUF - 10/7/82)											
SUPSPR	AC12190-3	0	0	FC	39	39	FC	39	39	FC	39	399.16
	SUPPORT SPRING REV. C DO NOT REORDER - TO BE RECONSTRUCTED PER G WHITE											
SWILAS	4810866-5A	6	26	FC	26	26	FC	26	26	FC	26	2439.48
	SWITCH LIMIT ASSEMBLY, REV. B											
TEERA	AC31022-5A	3	16	FC	42	42	FC	42	42	FC	42	373.46
	TEE REDUCING ASSEMBLY 40 LBS MAY BE PERFORMED PER LUF - 10/7/82											
TIE2	AD10651-2	11	1	FC	20	20	FC	20	20	FC	20	18.050
	TIE PLATE, REV. 1 (MUST BE MADE IN MULTIPLES OF 11)											
TPA	AC12125-1	1	1	FC	10	10	FC	10	10	FC	10	106.05
	TPA GATE ASSEMBLY, REV. B (MUST BE MADE IN MULTIPLES OF 1)											
UNIT	AC11528-1	1	1	FC	10	10	FC	10	10	FC	10	106.05
	UNITED LIMIT COLLIER PER LUF - 10/7/82 (MUST BE MADE IN MULTIPLES OF 1)											

WATER TREATMENT
ELEMENTS REPORT
NOV 30, 1965, 4:50 PM

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Schedule 1(d) - continued

ENVIRONMENTAL ELEMENTS CORPORATION INVENTORY FOR IS REPORT TUE, MAY 31, 1993, 4:56 PM WATER TREATMENT										
INVENT	CLASS - 1459	CLASS - 14102 ELEVATION	QTY	QTY	QTY	QTY	QTY	QTY	QTY	EXTENDED
NO.	PART NO.	REORDER	QTY	QTY	QTY	QTY	QTY	QTY	QTY	VALUE
NO.	7 DESG.	FT.	QTY	QTY	QTY	QTY	QTY	QTY	QTY	VALUE
BOX3302	WA10609	3	20	PC	15	0	10	1	0	0 \$ 300.00
	BOX JUNCTION CARLON 00P700018									
BOX3412	WA23132	31	75	PC	75	0	1	1	0	0 \$ 101.20
	BUSHING PIPE 3/4 X 1/2 N.T. T801245									
	NAT N 3000 CONDUCATE FOR BLUNNET ORDER PER FEEDURE									
C081	WA40502	140	1000	LF	2195	0	1140	1	0	0 \$ 1311.60
	CABLE FLEXIBLE STRANDED 4 CONDUCTOR SIZE 12 600									
	VOLTS JACKET NEOPRENE FOR EXTRA HARD USAGE									
CLA345	WA41341	4	12	PC	152	0	0	1	0	0 \$ 40.58
	CLAMP CONDUIT RIGID 3/4 ERT STEEL									
CL41	WA80731	37	250	PC	66	0	20	1	0	0 \$ 6.60
	CLAMP TIE FANCUIT 055075 36									
COM195	WA35248	1	1	PC	9	0	4	1	0	0 \$ 19.80
	CONNECTOR CROUSE HINDS C0195 CABLE & CORD FITTING									
	DIA 1 3/4" X HUB SIZE 5.8"									
CON11M	WA72640	19	100	LF	187	0	60	1	0	0 \$ 553.57
	CONDUIT FLEXIBLE 1" NON METALLIC TYPE C.H.P.									
	FOR USE WITH HIGH STRENGTH CHEMICAL RESISTANT									
CON11	WA11434	1	2	PC	8	0	6	1	0	0 \$ 43.20
	CONDUIT 1 137									
CON3400	WA72639	95	250	LF	250	0	180	1	0	0 \$ 1218.00
	CONDUIT FLEXIBLE 3/4" NON METALLIC TYPE C.H.P.									
	FOR USE WITH HIGH STRENGTH CHEMICAL RESISTANT									
CON34	WA72624	22	250	LF	240	0	88	1	0	0 \$ 33.12
	CONDUIT 3/4" FV-CUIT 40 CONDUCTOR IN 10' LENGTHS									
CON31	WA72632	6	20	PC	23	0	12	1	0	0 \$ 158.70
	CONNECTOR STRAIGHT THERMOPLASTIC 1"									
	MATERIAL HIGH STRENGTH CHEMICAL RESISTANT									
CON31	WA72628	2	15	PC	17	0	8	1	0	0 \$ 241.92
	CONNECTOR THERMOPLASTIC 1" 105.1"									
	MATERIAL HIGH STRENGTH CHEMICAL RESISTANT									
CON34	WA72631	22	10	PC	31	0	38	1	0	0 \$ 370.98
	CONNECTOR STRAIGHT THERMOPLASTIC 1" 138 85205									
	MATERIAL HIGH STRENGTH CHEMICAL RESISTANT									
CON341	WA72627	14	20	PC	31	13	25	1	0	0 \$ 251.56
	CONNECTOR THERMOPLASTIC 1" 138 85205									
	MATERIAL HIGH STRENGTH CHEMICAL RESISTANT									

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CONCRETEWORK ELEMENTS CORPORATION
 INVENTORY PARTS REPORT
 100, MAY 31, 1988, 4:50 PM
 WATER TREATMENT

INVTID	CLASS - 1459	FOR NO.	QTY	ON HAND	ON ORDER	RESERVED	UNIT	LABOR	BURDEN	EXTENDED VALUE
		PT.								
ELE143	AA31041-3 ELECTRODE 1/4" DIA. X 3' 0" STAINLESS (SAME AS WA35018 PER LUB - 5,172.85)	21	20	0	0	0	6.250	1	0	500.00
ELE144	AA31041-4 ELECTRODE 1/4" DIA. X 4' 0" STAINLESS (SAME AS WA35018 PER LUB - 5,172.85)	12	57	0	0	0	7.500	1	0	727.50
ELEM	AA31042-54 ELECTRODE ADJUSTABLE (1/2" DIA. X 3' 0" STAINLESS) (INTERCHANGEABLE WITH AA31041 SA PER A. SHOPIPO)	23	88	60	0	0	9.750	1	0	858.00
FILE	AA10813 FITTING ELECTRODE, MEMO 4, DIFFERENT CAT. 03E40-25 (REPLACES WA42935)	5	20	15	0	0	53.000	1	0	1060.00
HOLE	WA42935 HOLDER ELECTRODE (3E40)-SPLIES (DO NOT REORDER - REPLACED BY AA10813)	0	8	0	0	0	51.000	1	0	408.00
LEV	AB10806-2 LEVER NAMCO EL010-5442	5	30	0	0	0	2.000	1	0	272.70
MARK09	WA60988 MARKER WIPE #PEN-09 (25 CARDS PER BOX) NOT A GOOD CANDIDATE FOR ELIMINATE ORDER PER PROCURE	10	141	0	0	0	.520	1	0	73.32
MARK1	WA81485 MARKER WIPE FORDUIT OR EQUAL #PEN-1 (25 CARDS PER BOX)	13	120	0	0	0	.520	1	0	62.40
MARK00	WA80992 MARKER WIPE #PEN-00 (25 CARDS PER BOX)	4	63	0	0	0	.531	1	0	33.45
MARK11	WA60989 MARKER WIPE #PEN-11 (25 CARDS PER BOX)	5	115	0	0	0	.531	1	0	61.06
MARK12	WA80990 MARKER WIPE #PEN-12 (25 CARDS PER BOX)	4	60	0	0	0	.531	1	0	31.86
MARK13	WA60991 MARKER WIPE #PEN-13 (25 CARDS PER BOX)	4	63	0	0	0	.531	1	0	33.98
MARK14	WA11423 MARKER WIPE #PEN-14 (25 CARDS PER BOX)	4	63	0	0	0	.531	1	0	29.41
RECU	WA40136 RECEIPTABLE SOUTH LINE (25 CARDS PER BOX) BEING PROVIDED FOR ELIMINATE ORDER PER PROCURE	0	1	0	0	0	4.480	1	0	4.48

Schedule 1(d) - continued

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CONTINGENTIAL ELEMENTS CORPORATION
 INVENTORY PARTS REPORT
 TOE, MAY 31, 1983, 4:50 PM
 WATER TREATMENT

INVTN	CLASS - 1459	CLASS - 16102 ELEVATION	PT.	QTY	ON HAND	QTY	QTY	UNIT	LABOR	COST	EXPENSE	EXTENDED VALUE
CONTROL NO.	PART NO.	DESC.	PT.	QTY	ON HAND	QTY	QTY	UNIT	LABOR	COST	EXPENSE	EXTENDED VALUE
SW11H	4810866-1	5	20	PC	20	20	20	1	57.000	0	0	1140.00
	SWITCH LIMIT HINGE EA080-21100											
TERM1210	WA54415	25	300	PC	340	0	0	1	.167	0	0	40.08
	TERMINAL WIRE RING TORQUE VINYL INSULATED FOR											
	#12-10 WIRE, #10 STUD (109 PER BOX) COLOR - FLUOR											
TERM1214	WA7530	0	0	PC	450	0	0	1	.234	0	0	105.30
	TERMINAL WIRE RING TORQUE STA-FOR VINYL											
	SELF-INSULATED, #12-10 WIRE, 1/4" STUD (100 PER											
TERM1610	WA54413	73	1400	PC	300	0	0	1	.127	0	0	38.10
	TERMINAL WIRE RING TORQUE VINYL INSULATED FOR											
	#16-14 WIRE, #10 STUD (100 PER BOX) COLOR - BLUE											
WIR148	WA30267	1543	8000	LF	7500	8000	3100	1	.065	0	0	195.00
	WIRE STRANDED #14 BLACK TUNG 10 500' ROLLS											
	FORMERLY WA10647											
WIR149	WA57425	2030	6000	LF	1325	0	8125	1	.030	0	0	399.75
	WIRE STRANDED #14 RED 1000' SARE AS HTD IN 500' RLS											
	COLD PART NO. WA10648											
WIR145	WA57528	1093	4000	LF	5000	0	3500	1	.040	0	0	200.00
	WIRE STRANDED #14GA GREEN 1000' IN 500' ROLLS											

Schedule 1(d) - continued

[illegible]

Schedule 1(d) - continued

CONFIDENTIAL ELEMENTS INFORMATION											
INVENTORY TAGS PERIOD											
TUE. MAY 31, 1994, 4:50 PM											
WATER TREATMENT											
INVS10	CLASS	PART NO.	QTY	UNIT	QTY	UNIT	QTY	UNIT	QTY	UNIT	EXTENDED VALUE
NO.	DESC.	PT.	QTY	UNIT	QTY	UNIT	QTY	UNIT	QTY	UNIT	VALUE
BOLLSF	WA42079	13	100	PC	145	PC	0	PC	0	PC	297.00
	BOLT HEAD STAINLESS 10-8 W/ NUTS 3/8"										
	PRICE BREAK PER PENNY TAILS - 12/8/86										
BOLU2	WA60183	6	60	PC	17	PC	0	PC	0	PC	41.65
	BOLT U STAINLESS 2 WITH HEX NUTS FOR 2 PIPE										
BOLU212	WA79877	2	30	PC	19	PC	0	PC	0	PC	106.40
	BOLT U STAINLESS 2 1/2 PIPE W. HEX NUTS										
BOLU25	AA31678-1	1	4	PC	93	PC	0	PC	0	PC	158.10
	BOLT U STAINLESS #304 LOCK TIGHTEN 2										
	(PRICE BREAKS: 1-10 PCS @ \$6.50 EA, 11-20 PCS										
BOLU39	WA69454	42	300	PC	201	PC	3	PC	0	PC	510.54
	BOLT U #304 STAINLESS 3/8 NUTS (1" PIPE SIZE)										
	GRINNELL #137S OR EQUAL										
BOLU533	WA39611	11	50	PC	61	PC	0	PC	0	PC	146.40
	BOLT U STAINLESS 3/8 FOR 1 1/2" PIPE										
	USE BOLU137 FIRST BEFORE REPLENISHING STOCK PER										
BOLU50	WA40080	10	75	PC	86	PC	0	PC	0	PC	417.10
	BOLT U STAINLESS 3 DIA WITH HEX NUTS FOR 3 PIPE										
NUTC	WA11444	2	150	PC	150	PC	0	PC	0	PC	9.75
	NUT LOCK 3/4"										
NUTH510U	WA38347	2	50	PC	87	PC	0	PC	0	PC	1.91
	NUT HEX STAINLESS 10-24 R										
	FORMERLY WA39615 (FORMERLY ORDERED ON 1453-NP581)										
NUTH512	WA27137	377	100	PC	3059	PC	0	PC	0	PC	269.10
	NUT HEX STAINLESS 1/2"										
	FORMERLY ORDERED ON 1453 NP582 & NP171										
NUTH514	WA27720	9175	19000	PC	29592	PC	0	PC	0	PC	591.84
	NUT HEX STAINLESS 1/4"-2000										
	FORMERLY ORDERED ON 1453 NP582 & NP171										
NUTH535	WA39577	1079	4500	PC	4592	PC	4500	PC	0	PC	242.93
	NUT HEX STAINLESS 3/8" 10-00										
	FORMERLY ORDERED ON R.O. 96511										
NUTH5516	WA39025	20	100	PC	60	PC	0	PC	0	PC	4.74
	NUT HEX STAINLESS 5/16" 12000										
	FORMERLY ORDERED ON R.O. 96511										
NUTH553	WA27140	130	4500	PC	200	PC	4500	PC	0	PC	437.22
	NUT HEX 5/8" R.O. 96511										
	FORMERLY ORDERED ON R.O. 96511										

Schedule 1(d) - continued

INVSNO	UNIFORMED ELEMENTS CORPORATION													PAGE 249
INVENTORY TAKEN REFUGEE														
100, MAY 31, 1983, 4:50 PM														
WATER TREATMENT														
CLASS - 16103 FASTENERS														
CONTROL NO.	PART NO.	QTY	ON HAND	QTY	ON ORDER	RECEIVED	NET	UNIT	LABOR	COST	BURDEN	EXTENDED VALUE		
R00136655	AA31024 R00 THREADED 3/8"-16 UNC X 6" STAINLESS FORMERLY ORDERED ON S21742 & NR172	45	250	FC	126	0	39	1	.450	0	0	58.96		
SCRF5H1	WA45148 SCREW MACHINE FLAT HEAD STAINLESS 1/4 X 1	87	400	FC	524	400	490	1	.654	0	0	28.40		
SCRF5H10	AA31015-8 SCREW MACHINE FLAT HEAD INSIDE HEX M12-1.75 X 25 STAINLESS	21	200	FC	4	200	112	1	.880	0	0	3.32		
SCRF5H2	WA41554 SCREW MACHINE FLAT HEAD 1/2-13UNC X 2 STAINLESS FULL THREAD	20	100	FC	100	100	52	1	.350	0	0	35.00		
SCRF014114	WA09327 SCREW CAP HEX HEAD 1/4-20UNC X 1 1/4 STAINLESS FULL THREAD FORMERLY ORDERED ON NR988 & NR170	9563	1,000	FC	21925	17000	13752	1	.070	0	0	1534.75		
SCRF38212	WA57065 SCREW CAP HEX HEAD 3/8-16 X 2 1/2 W/ 2 3/8 THREAD LENGTH	522	1,000	FC	1573	1560	1468	1	.110	0	0	173.47		
SCRFH175	WA79878 SCREW HEX HD METRIC M12-1.75 X 25 STAINLESS *QUANTITIES DO NOT WORK ON BLUNNET ORDER PER	13	250	FC	210	0	12	1	.450	0	0	96.18		
SCRFH185	AA31087 SCREW HEX HEAD CAP METRIC M12-1.75 X 50 STAINLESS USE SCRFH5H1E FIRST BEFORE REFRESHING STOCK PER	40	100	FC	261	0	116	1	.640	0	0	167.04		
SCRFH1C	WA01045 SCREW CAP HEX HEAD GRADE 2 5/8 X 1-1/2 FORMERLY ORDERED ON 1450-NR584	1	10	FC	18	10	24	1	.190	0	0	3.42		
SCRFH25	WA35013 SCREW CAP HEX HEAD STAINLESS 5/8-11UNC X 3 ASTM A-276 TYPE 304 FORMERLY ORDERED ON 920-NR160	87	250	FC	324	0	216	1	.650	0	0	217.08		
SCRFH2H	WA09328 SCREW CAP HH STAINLESS 1/4-20 X 1 FORMERLY ORDERED ON 801150-NR781	25	10	FC	412	70	354	1	.600	0	0	32.13		
SCRFH31C	WA09329 SCREW CAP HEX HD STAINLESS 1/4-20 UNC X 1 FORMERLY ORDERED ON 920-NR160	19	250	FC	954	0	60	1	.654	0	0	79.88		
SCRFH3H	WA29456 SCREW CAP HH STAINLESS 1/4-20 UNC X 1 FORMERLY ORDERED ON 801150-NR781	27	250	FC	954	0	166	1	.654	0	0	24.35		

Schedule 1(d) - continued

INVENTORY ELEMENTS INFORMATION											
INVENTORY PARTS REPORT											
DATE: MAY 31, 1983, 4:50 PM											
WATER TREATMENT											
ITEM	CLASS - 16103 FASTENERS	CONTROL NO.	PART NO.	PT.	QTY	UOM	ON HAND	ON ORDER	RECEIVED	NAT L	EXTENDED VALUE
SCRHSK0	WA38322	112	800	PC	801			0	30	0.40	32.04
	SCREW CAP HEX HD STAINLESS 1-4-13UNC X 3/4										
	ASTM A-276 TYPE 304										
SCRHSK2	WA51691	13	80	PC	92			0	28	.121	11.40
	SCREW CAP HEX HEAD 5/16-13UNC X 2" STAINLESS										
	ASTM A-276 TYPE 304										
SCRHSK18	WA28349	260	1200	PC	2258			1200	2635	.100	291.28
	SCREW CAP HEX HEAD STAINLESS 3/8-16UNC X 1-1/4										
	ASTM A-276 TYPE 304										
SCRHSK10	WA32220	0	0	PC	85			0	110	.146	12.41
	SCREW CAP HH STAINLESS 3/8-16UNC X 1-1/2"										
	ASTM A-276 TYPE 304 (COLD BE D F FOR 3/8 X 1-1/4")										
SCRHSK28	WA38646	235	700	PC	844			0	479	.166	140.10
	SCREW CAP HEX HD STAINLESS 3/8-16 X 2 1/4										
	ASTM A-276 TYPE 304										
SCRHSK3	WA28610	60	750	PC	416			0	154	.227	111.07
	SCREW CAP HEX HD STAINLESS 3/8-16UNC X 3										
	FORMERLY ORDERED ON -HR738 (USED ON UTS KITS)										
SCRHSK4	WA34975	20	300	PC	61			0	16	.330	20.13
	SCREW HEX HD STAINLESS 3/8-16UNC 2-0 X 4										
	ASTM A-276 TYPE 304 (25 PER BOX)										
SCRHSK0	WA34961	76	450	PC	377			0	128	.006	33.55
	SCREW CAP HEX HD STAINLESS 2-8 16 UNC 3/4										
	FORMERLY ORDERED ON 9/20 HR174										
SCRHSK1	WA45622	10	20	PC	126			0	0	.191	24.61
	SCREW CAP HEX HD STAINLESS 1-2-13UNC X 1 18-8										
	ASTM A-276 TYPE 304										
SCRHSK18	WA19229	48	350	PC	484			0	114	.210	101.64
	SCREW CAP HEX HD STAINLESS 1-2-13 X 1-1/4										
	FORMERLY ORDERED ON 1453-HR738										
SCRHSK10	WA41539	64	500	PC	798			0	510	.200	240.99
	SCREWS CAP HEX HEAD STAINLESS 1-2-13UNC X 1 1/2										
	ASTM A-276 TYPE 304, FORMERLY ORDERED ON HR170										
SCRHSK12	WA55016	120	100	PC	962			0	318	.200	270.14
	SCREW CAP H H STAINLESS 1-2-13 X 1 1/2										
	ASTM A-276 TYPE 304										
SCRHSK28	WA40275	60	100	PC	114			0	100	.000	33.28
	SCREWS CAP HEX HD STAINLESS 1-2-13 X 1 1/4										
	ASTM A-276 TYPE 304										

Schedule 1(d) - continued

INDUSTRIAL ELEMENTS CORPORATION INVENTORY PARTS REPORT TUE, MAY 31, 1983, 4:50 PM WATER TREATMENT											
PAGE 252											
CONTROL NO.	PART NO. / DESC.	QTY	UNIT	QTY	ON HAND	ON ORDER	QTY	QTY PRESERVED	UNIT	UNIT	EXTENDED VALUE
CLASS - 16103 FASTENERS											
STUDS	WA73069 STUD WELDING 3/8" X 1" CFL 0304 STAINLESS KSN PD0006965 OR EQUAL, 0101-010-115 W.FEPPHLE	80	400	PC	1479	0	1305	0	1.460	0	2070.60
TIECP	WA79980 TIE CABLE PANCAUIT 0PLT5H USED IN PRODUCTION	62	800	PC	1086	0	340	0	2.96	0	322.04
WASIS	WA46509 WASHER FLAT 1" LARGE PATTERN 16-8 STAINLESS FORMERLY ORDERED B70-ME173	16	225	PC	243	0	128	0	3.30	0	80.19
WASPI	WA60185 WASHER BEVEL 1 1/2" ZINC PLATED 1.75 X 1.75 X .016 = PD 1.06 DIA	32	120	PC	162	0	40	0	3.50	0	153.90
WASBF	WA10127 WASHER BEVEL STEEL 1.2	13	75	PC	66	0	44	0	3.78	0	24.94
WASFI2	WA38614 WASHER FLAT LARGE PATTERN STAINLESS 1/2 FORMERLY ORDERED ON IP 520756-ME173	182	800	PC	960	800	1062	0	1.65	0	177.60
WASFE5	WA36086 WASHER FLAT STAINLESS 1.4 FORMERLY ORDERED ON B70 1453-ME385	594	6000	PC	3881	0	1124	0	1.07	0	65.97
WASFE5	WA34995 WASHER FLAT STAINLESS 1/2 "1.062 X .095 THICK" FORMERLY ORDERED ON ME942 AND ME173	172	300	PC	1478	450	1059	0	1.06	0	127.10
WASFE5	WA18395 WASHER FLAT STAINLESS 9/16 X 1.187 OD X .095 THK FENDER	203	500	PC	1111	0	1224	0	1.16	0	239.87
WASFE5	WA38616 WASHER PLATE SMALL PATTERN STAINLESS 3/4 FORMERLY ORDERED ON 1453-ME173	10	25	PC	442	0	216	0	2.96	0	128.18
WASFI14	WA46516 WASHER FLAT LARGE PATTERN STAINLESS 1/2 FORMERLY ORDERED ON 1453-ME401 & ME942 & ME173	9216	3000	PC	2976	24000	21164	0	6.01	0	714.34
WASLIS	WA49657 WASHER LOCK STAINLESS 1" FORMERLY ORDERED ON B70-ME173	62	450	PC	208	0	186	0	3.20	0	83.30
WASLIS	WA18058 WASHER LOCK STAINLESS 1.1 FORMERLY ORDERED ON B70-ME173	246	1500	PC	375	0	136	0	1.00	0	30.46

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Schedule 1(d) - continued

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EQUIPMENTED ELEMENTS COFFIGATION

INVENTORY REPORT

TUE, MAY 31, 1983, 4:50 PM

WATER TREATMENT

INVTM	CLASS - 14106 GASKET GLUE	QTY	ON HAND	QTY	ON ORDER	QTY	RESERVED	MAT'L	UNIT	LABOR	COST	BURDEN	EXTENDED VALUE
CONTROL NO.	PART NO. / DESC.	FT.	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY
DEM2992	WA72638 CEMENT PVC (CAFLON 000983) POLYVINYL CHLORIDE SOLVENT	1	8	PI	17	0	6	1	3.125	1	0	0	53.12
CUPH	WA68543 CUFF HOSE (HEAVY DUTY FLEXIBLE HOSE FITTING) 2-1/2" ID	1	20	FC	19	0	6	1	3.800	1	0	0	72.20
GAS35	AC12119-01 GASKET CHAMBER WATER RUBBER 1/16" THK MBS PER DWG 500140-33 BUNA "N" RUBBER (ADIN181-6)	5	36	FC	31	0	18	1	2.500	1	0	0	77.50
GAS3F	WA35258 GASKET FLANGE NEOPRENE 150# 3" FORMERLY ORDERED ON 1453-N2993 & 1/2" NP163	7	150	FC	256	0	120	1	5.00	1	0	0	128.00
GAS81410B	AC12137-1 GASKET NEOPRENE 1/2" X 3/4" X 1/4" REV. A (MATERIAL CHANGED FROM 40 DURUMETER NEOPRENE TO REV. A PER DWG. CHANGE NOTICE BUT0285 CHANGED)	6	40	FC	29	40	27	1	.700	1	0	0	20.30
GAS81410C	AC12137-2 GASKET NEOPRENE 1/4" X 3/4" X 1/4" REV. A (REV. A PER DWG. CHANGE NOTICE BUT0285 CHANGED)	6	40	FC	59	0	27	1	2.200	1	0	0	129.80
GAS81410D	AC12137-3 GASKET NEOPRENE 1/2" X 3/4" X 1/4" REV. A (PER DWG. CHANGE NOTICE BUT0285, MATERIAL HAS BEEN USE WITH 2-1/2" CUFF)	6	40	FC	44	0	38	1	3.200	1	0	0	140.80
MOS212	WA68529 HOSE FLEX 2-1/2" X 4' 0" (MUST BE COMPATIBLE FOR USE WITH 2-1/2" CUFF)	1	10	FC	21	0	3	1	14.240	1	0	0	299.04
HOSC	WA75231 HOSE SUCTION COMPARTMENT WATER 3" ID (IN 100 FT. LENGTHS - 1200")	1136	2000	10	534	0	2214	1	.366	1	0	0	1954.80
MOSV15	WA72943 HOSE PUMP VACUUM FILTER 1/2" ID (MELDED CUFFS EACH END - 1-1/2" INSIDE DIA. 3/4" LG. - BLUE)	4	20	FC	22	0	29	1	1.900	1	0	0	136.80
MOSV4	WA72641 HOSE PUMP VACUUM FILTER 1/2" ID (MELDED CUFFS EACH END - 1-1/2" INSIDE DIA. 3/4" LG. - BLUE)	4	20	FC	140	0	27	1	3.896	1	0	0	553.23
TAP22	WA35671 TAPES PLASTIC #4 CLAMP 100' (100' FOR BOND)	5	35	10	111	0	54	1	2.050	1	0	0	316.35

Schedule 1(d) - continued

ENVIRONMENTAL ELEMENTS CORPORATION INVENTORY REPORT TUE, MAY 31, 1994, 4:50 PM WATER TREATMENT											
INVRM	CLASS - 14104 BLOCK, COUPLERS AND WHEELS	PAGE 256									
CONTROL NO.	PART NO. / DESC.	QTY	ON HAND	ON ORDER	QTY	QTY	UNIT	LABOR	BURDEN	EXTENDED VALUE	
BEOP	HA31082 BEARING PILLON BLOCK NICKEL PLATED MF3-02230075 (REPLACES HA31808)	26	40	0	0	36	1	25.200	0	0	2368.80
BL0235	HA34979 BLOCK PILLON LINK BELT 2-3/16" DIA F30235H OP EQUAL (FLANGE BEARING) FORMERLY ORDERED ON S15992	0	0	0	0	0	1	32.000	0	0	0
BL0235H	HA31106 BLOCK FLANGED BALL BEARING, 0.3-0235H-F-68 ROPE 2-3/16 SHAFT SIZE, 0.600 DIA TO EXCEED 2.343	35	100	0	200	136	1	38.000	0	0	114.00
SH02316	AC12112-1 SHAFT TOLER 2-3/16 X8 5.5 FORMERLY HA0101092	9	15	0	15	72	1	23.000	0	0	320.00
WHE426	AC12130-1 WHEEL CARRIAGE STAINLESS STEEL 10 INCHES (FORMERLY ORDERED ON -MF201)	6	30	0	120	108	1	235.000	0	0	18330.00
WHE6	HA31076 WHEEL CARRIAGE 6" Ø304 STAINLESS PEV, L (MINIMUM RELEASE OF 25 PCS REQUIRED PER BARB	11	20	0	0	24	1	119.500	0	0	8962.50

Schedule 1(d) - continued

INVENTORY ELEMENTS CORPORATION INVENTORY PARTS REPORT TUE, MAY 31, 1983, 4:50 PM WATER TREATMENT														PAGE 257	
INVTM	CLASS	PART NO. / DESC.	QTY	UOM	QTY ON HAND	QTY ON ORDER	QTY RESERVED	MAT L	UNIT	COST	BURDEN	EXTENDED VALUE			
BLAS	1459	AD10655-01 BLADE SKIMMER FOR 16" AND 9" ARM FORMERLY ORDERED ON 1453-NP794 AND 518483	32	50 PC	81	66	80	\$ 77,000	\$	0	\$	6237.00			
BOX1080		AD10672-1 BOX CLEANER FIBER 9'0" FOR NEW SAND FILTER GLASS (FORMERLY AD10516-01, THESE PARTS ARE INTERCHANGE-	1	5 PC	4	5	4	\$ 575,000	\$	0	\$	2300.00			
BOX150		AD10671-1 BOX CLEANER FIBER 12'6" FOR NEW SAND FILTER REV. B (FORMERLY AD10515-1, THESE PARTS ARE INTERCHANGE-	1	5 PC	3	2	0	\$ 775,000	\$	0	\$	2265.00			
BOX160		AD10670-1 BOX CLEANER FIBERGLASS FRAMWORK 16'0" FOR ARM (FORMERLY AD10514-01, THESE PARTS ARE INTERCHANGE-	2	5 PC	15	0	0	\$ 895,000	\$	0	\$	13425.00			
BOX112		AD10670-4 BOX CLEANER 12" W/2-3/4" SPIR (CREDITED FROM P.O. 450372-32)	0	0 PC	8	0	2	\$ 1050,000	\$	0	\$	8400.00			
CHAV		AD12118-SA CHANGER VALVE BACKWASH WATER STEINLESS NOTIFY LUB WHEN QUTY REACHED 20 - 10/13/83	18	32 PC	0	64	24	\$ 165,000	\$	0	\$	0			
PIP108		AD10678-SF PIPE ASSY BOX CLEANER 9'0" (FORMERLY AD10522-SA, THESE PARTS ARE INTERCHANGE-	2	8 PC	0	16	8	\$ 25,880	\$	0	\$	0			
PIP20		AD10678-SA PIPE ASSY BOX CLEANER PVC (7' 3") (FORMERLY AD10520-SA)	2	10 PC	8	0	4	\$ 40,000	\$	0	\$	320.00			
PIP21		AD10678-SB PIPE ASSY BOX CLEANER PVC (5' 5-7/8") (FORMERLY AD10521-SA)	3	10 PC	13	0	0	\$ 33,000	\$	0	\$	429.00			
SK1		AD10656-1 BLADE SKIMMER FOR 12' 6" ARM FORMERLY ORDERED ON 80 1453-NP794	9	20 PC	29	60	64	\$ 60,000	\$	0	\$	1740.00			

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Schedule 1(d) - continued

COMPONENTIAL ELEMENTS INFORMATION											
INVENTORY PARTS REPORT											
FYE, MAY 31, 1983, 4:50 PM											
UNITED TREATMENT											
INSTRUM	CLASS - 1459	PART NO.	REORDER	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY
NO.	DESC.	PT.	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY
G/L - 1459 CLASS - 1459 MISCELLANEOUS PARTS											
ANG614112	WA30021	2742	6900	FC	12733	6000	10592	0	0	0	801.71
ANCHOR NYLON 1/4 X 1 1/2 LG											
FORMERLY ORDERED ON S17224 & NPT17											
ANG5138BP	AG10524BP	0	0	FC	86	0	0	0	0	0	645.60
ANGLE CELL 16' 0"											
BKE236	AC12111-01	12	20	FC	47	20	50	0	0	0	458.25
BAR CARCO MIN 1900 2 X 2 X 6 CABLE GUIDE FOR											
1-1/4" HANDRAIL REV. A											
BUSD158	WA29718	1	1	FC	32	0	0	0	0	0	171.20
BUSHING - DODGE #2012, ROPE SIZE 1-5/8", KEYWAY											
3/8" X 3/16"											
BUSD2316	WA11488	4	12	FC	34	0	14	0	0	0	257.04
BUSHING - TAPERED DODGE #2517 - 2-3/16" BORE,											
1/4" X 1/2" KEYWAY AND SET SCREWS											
CAFR	AD12141-04	653	1298	FT	329	2592	2516	0	0	0	672.40
CWF PAIL #304 STAINLESS 8' 0"											
CARRY MAXIMUM OF 500 LBS WHITE OFF LIST 12/7/81											
CH4316W	WA34990	144	2400	IN	2184	0	288	0	0	0	174.72
CHAIN PROOF COIL 3/16" GALV											
***CARE - WATCH THE UNIT OF MEASUREMENT WHEN											
CH439	WA68561	2	15	FC	21	0	17	0	0	0	433.86
CHAIN ROLLER RIVETED #80 1" FITCH X 3' 8"											
(44 PITCHES)											
CL4112S	WA30069	46	600	FC	696	0	166	0	0	0	269.42
CLAMP PIPE STAINLESS 1-1/2"											
(USED ON KITS)											
CL43H	WA27531	21	300	FC	123	0	90	0	0	0	63.34
CLAMP HOSE STAINLESS STEEL											
NOT A GOOD CANDIDATE FOR BLANDET ORDER PER LAFY											
CL412	WA10019	8	80	FC	13	0	6	0	0	0	10.79
CLAMP HOSE STAINLESS 2-1/2"											
NOT A GOOD CANDIDATE FOR BLANDET ORDER PER LAFY											
CL124	WA35077	1	10	FC	180	0	56	0	0	0	225.00
CLIP CLAMP ROPE USED ONLY 3/8" DIA											
CL195	WA34951	910	1500	FC	1300	0	476	0	0	0	985.06
CLIP BETHLEHEM #25 1/4" SHIMMED OFF FOR 308 DIA											
PAIL 5 GAL CLIP CARBONATE 300 OP 6000											

Schedule 1(d) - continued

ENVIRONMENTAL ELEMENTS CORPORATION INVENTORY PARTS REPORT TUE. NOV 31, 1987, 4:50 PM WATER TREATMENT										
INVTM	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY
CONTROL	PART NO.	P E O R P F	U M	ON HAND	ON ORDER	RESERVED	MAT'L	U H I T	C O S T	EXTENDED
NO.	7 DESC.	PT.	QTY						LABOR	VALUE
COL2316	WA01801	2	50	50	0	0	4.000	0	0	216.00
	COLLAP SHAFT 2-3/16" SOLID STEEL W/SET SCREEN									
	PRILE SPEAR AT 50 PCS.									
COU112	WA38575	2	40	47	0	0	1.530	0	0	71.91
	COUPLING 1-1/2" SCH. 80 PVC 500 10 500									
COU13	WA33463	9	60	43	0	0	4.500	0	0	206.40
	COUPLING FLEXIBLE 3" FOR PLASTIC PIPE MATERIAL									
	POLY VINYL CMT. NO. 1055-33 SUPPLIED WITH 100									
COUFP	WA42977	8	25	81	0	0	15.350	0	0	1244.16
	COUPLING FLEXIBLE PVC W/INERT AND CLAMPS 4 X 6									
	8.0 LINE REDUCER COUPLING COILED ON 5/8" 449140									
COU13	WA31009-1	10	50	55	0	0	9.450	0	0	510.83
	CUP FLOATING SKINNER									
	NOT A CANDIDATE FOR BLANKET ORDER PER T. DASHIELL									
FIT1613	WA02140	2	24	40	0	0	6.40	0	0	25.60
	FITTING GREASE ANGLE 90 DEGREE 1/8 NPT THREADED									
	1/8 NPT									
FIT1639	WA34993	2	24	31	0	0	1.400	0	0	43.40
	FITTING GREASE ELBOW 30 DEG. 1/8 NPT THREADED									
	05107 LINCOLN #16388 NPT									
FIT118	WA10081	13	25	25	0	0	3.25	0	0	84.17
	FITTING GREASE 1/8 NPT #16108L #5000									
FIT134	WA41362	2	20	62	0	0	2.250	0	0	139.50
	FITTING ACCESS 3/4" 1" GUNION #E935E									
	POLYVINYL CHLORIDE									
FL012	WA38640	0	0	18	0	0	10.798	0	0	194.18
	FLOAT COPPER MONASTER #4557 F12 COUSED ON 9" ONLY									
	DO NOT REORDER PER LUB - 10/7/87									
GR114	WA35074	3	15	25	0	0	10.300	0	0	267.80
	GRIP CARB CHIMSE FINCHES 100000 TOTAL 00000									
	022-01-014									
GR114	WA31127	5	20	15	0	0	26.000	0	0	390.00
	GUN CAULKING ML-3 FOR 2000 INCHES 500000									
IMP434	IMP434	1	1	1	0	0	22.000	0	0	669.00
	IMPELLER PUMP #434 FOR 1000 TON MODEL #301500									
	#304120									

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Schedule 1(d) - continued

ENVIRONMENTAL ELEMENTS CORPORATION INVENTORY PARTS RETURN TUE, MAY 31, 1988, 4:50 PM WATER TREATMENT											
PAGE 260											
INVTN	CONTROL NO.	PART NO.	CLASS - 16199 MISCELLANEOUS PARTS	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY
				ON HAND	ON ORDER	RECEIVED	NAT'L	LABOR	BURDEN	EXTENDED VALUE	
IMP436	IMP436	1	2	0	2	0	0	271.000	0	0	0
		IMP436	IMPELLER PUMP #436 FOR FLYGT PUMP MODEL 3085/82								
		03041499	(USED IN CONJUNCTION WITH AB31013 PUMP)								
IMP439	IMP439	1	2	0	0	0	0	286.000	0	0	1400.00
		IMP439	IMPELLER PUMP #439 FOR FLYGT PUMP MODEL 3085/82								
		03041600	(USED IN CONJUNCTION WITH AB31013 PUMPS)								
LIN800	LIN800	4	25	45	0	19	0	2,700	0	0	125.10
		WA11549	LINK OFFSET FOR #80 PIVETED CHAIN								
LIN800	LIN800	5	25	20	0	19	0	1,000	0	0	42.12
		WA11164	LINK CONNECTING FOR #80 PIVETED CHAIN								
PAN16212	PAN16212	5	20	30	0	40	0	302	0	0	33.13
		AB12150-1	PAD DRIFTING FIBER CORD 1/4" X 2-1/2" X 2-1/2"								
			(COK TO USE 3/16" UNTIL SUPPLY DEPLETED)								
PANE	PANE	0	0	0	0	0	0	4092.000	0	0	0
			PANEL CONTROL 035-SA FEP CMT. D35, REV. C.								
			SHEETS 1,2, 23, 460V TO 200V, 3 PH, 60 H, MEMA 4								
PL4418534	PL4418534	5	10	14	0	0	0	4,200	0	0	58.80
		AD10520-01	PLATE END 4 X 1/8 X 5 3/4								
			(USED TO REPAIR DAMAGED CLEANER BOX PIPES - KEEP								
PLANE	PLANE	11	25	45	0	21	0	27,250	0	0	1226.25
		AA30214	PLATE NAME CAST ALUMINUM 15" X 8"								
			(PRICE BREAK AT 25 PCS.)								
PL462	PL462	0	0	0	0	0	0	11,900	0	0	0
		WA60176	PLATE POROUS 11-7/8 X 11-1/2 X 1" TELLURITE								
			#FA01200								
PL46712	PL46712	32	100	130	0	0	0	13,380	0	0	1846.44
		WA48753SP	PLATE POROUS 7-1/2" X 30" X 3/4" PLASTIC								
			(SEE PLAP) FOR MATERIAL OF NO VALUE)								
PL46SF	PL46SF	50	200	200	0	0	0	21,500	0	0	4306.00
		WA80527SP	PLATE POROUS 11-1/2" X 15" X 3/4" PLASTIC								
			FOR SPARE PARTS								
PUM434	PUM434	1	1	1	0	0	0	1255.000	0	0	8785.00
		AB31013-434S	PUMP SUENEF SILE FLYGT PUMP - 100, 60 H, 3 PH								
			(SPARE PARTS ONLY 45,000 - 120 - FEP LUB - 3,000)								
PUM436	PUM436	1	1	1	0	0	0	1300.000	0	0	16660.00
		AB31013-436S	PUMP SUENEF SILE FLYGT PUMP - 100, 60 H, 3 PH								
			(SPARE PARTS ONLY 45,000 - 120 - FEP LUB - 3,000)								

Schedule 1(d) - continued

EQUIPMENTAL ELEMENTS CORPORATION INVENTORY PARTS REPORT TUE, MAY 31, 1966, 4:50 PM WATER TREATMENT														PAGE 262
INVENT	CLASS - 1459	PART NO.	QTY	U M	QTY	ON HAND	ON ORDER	QTY	QTY	UNIT	LABOR	COST	BURDEN	EXTENDED VALUE
CONTROL NO.	DESC.	PT.	QTY											
SPR36	W33011	13	25	PC	11	11	150	120	120	\$	17.150	\$	0	\$ 188.65-
	SPRING COMPRESSION STAINLESS 12" LG. O.D. 1 11/16"													
	TYPE 304 CAT. NO. S-96 OR EQUAL													
STOR	AC12158-SA	26	60	PC	69		60	96	96	\$	30.000	\$	0	\$ 2070.00
	STOP RAIL ASSEMBLY (REV. B) STAINLESS													
	(USE OLD PARTS FIRST (REV. A) BEFORE USING S/S													
TH139	W335076	9	60	PC	96		0	28	28	\$.600	\$	0	\$ 51.60
	THIMBLE ROPE WIPE EXTRA HEAVY 3/8" GALV GALI													
TUR589	W34966	4	30	PC	64		0	18	18	\$	13.000	\$	0	\$ 832.00
	TURNBUCKLE 5/8X9 G228 NOTEFROM GALVANIZED STEEL													
	JAW EACH END													
UNIC	UNIC	1	10	FT	10		0	0	0	\$	1.633	\$	0	\$ 16.33
	UNISTRUT CHANNEL #1000 PRE-GALVANIZED													
	(THERE IS A SUBSTANTIAL DISCOUNT IF WE ORDER													
VAL501	AD12110-01	5	25	PC	9		25	16	16	\$	119.000	\$	0	\$ 1071.00
	VALVE BACKWASH NONO CAST #2001 #2001 REV. B													
	(PRICE BREAK AT 25 PCS. PER LUB - 12/20/82)													
VIP	AB10666-1	33	160	PC	163		0	89	89	\$	1.500	\$	0	\$ 244.50
	VIPER													

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INVT81W	ENVIRONMENTAL ELEMENTS CORPORATION										PAGE 264
INVENTORY PARTS REPORT											
TUE, MAY 31, 1988, 4:50 PM											
WATER TREATMENT											
G/L - 1462	CLASS - 16500 PIPE FILLING										
CONTROL NO.	PART NO. / DESC.	QTY	U.M.	QTY ON HAND	QTY ON ORDER	QTY RESERVED	UNIT PRICE	LAGOP	EXTENDED VALUE	EUPDEN	
ELBP112ST	WA35274 ELBOW PIPE SCH 80 1-1/2" 90 DEG PVC S X T GRAY FORMERLY ORDERED ON B0 1462-MP838	8	80 PC	162	0	22	2,840	1	0	0	289.68
ELBP3	WA34597 ELBOW 90 DEGREE THDXTND SCH 80 PVC 3" DO NOT REORDER - OBSOLETE PART PER LUB - 1/14/88	0	0 PC	0	0	0	14,240	1	0	0	0
FLA35	WA35012 FLANGE SOCKET SCH 80 PVC 3" MARVEL PLASTICS INC., OR EQUAL	21	110 PC	117	0	13	5,500	1	0	0	643.50
NIP3440	AC31016-3 NIPPLE PIPE SCH. 40 PVC 3" X 4" FLATH ENDS FORMERLY ORDERED ON B0 1462-MP838	5	50 PC	27	0	0	2,350	1	0	0	63.45
NIPFC3	WA41673 NIPPLE COMBINATION 3" 21HD PLATED STEEL (USED IN KIT #5)	12	50 PC	35	0	13	5,250	1	0	0	201.25
NUTP212	WA38826 LOCKNUT PIPE 2-1/2" GALV.	4	40 PC	32	0	11	3,510	1	0	0	112.32
PIF36916	AC12140-05 PIPE SCH 80 PVC 3" X 6-3/16" THREADED ONE END (PART OF STOCK ON 0449142 X 44-140)	6	24 PC	49	0	40	3,500	1	0	0	171.50
TEE112F	WA38641 INSERT TEE PVC 1-1/2" COLOR GRAY MARVEL PLASTICS INC. OR EQUAL	5	40 PC	37	0	20	1,950	1	0	0	35.15
TEE212	WA36152 TEE SOC X SOC SCH 40 2-1/2" PVC COLOR GRAY MARVEL PLASTICS INC., OR EQUAL	8	40 PC	13	0	0	2,860	1	0	0	36.40
VAL3B	WA79815 VALVE BUTTERFLY 3" DIA. W/HANDLE FORMERLY ORDERED ON 1462-MP838	8	20 FC	41	20	36	50,000	1	0	0	2050.00
VALG2	WA60182 VALVE GATE PVC SOCKET TO SOCKET 2" COLOR GRAY MAX. WORKING PRESSURE 150 PSI COLORED IN FIT #51	7	20 FC	20	0	0	12,500	1	0	0	256.00

Schedule 1(d) - continued

ENVIRONMENTAL ELEMENTS CORPORATION															PAGE 277
INVENTORY PARTS REPORT															
TUE, MAY 31, 1998, 4:50 PM															
WATER TREATMENT															
CLASS - 16412 MATERIAL STOPPED AT VENDORS															
CONTROL NO.	PART NO. / DESC.	PT.	QTY	PE O P D E K	U M	QTY ON HAND	QTY ON ORDER	RESERVED	QTY	MAT'L	UNIT	LABOR	COST	BURDEN	EXTENDED VALUE
SHED16	AD10700-1	0	0	0	PC	669	251	696	0	0	\$	107,490	\$	0	\$ 71910.82
	SHEET CELL 16' 0" (20" WIDE) PEV. D (FORMERLY AD10532) FORMERLY ORDERED ON MR141 & MR234														
SHED25126	AD10701-2	0	0	0	PC	111	0	0	0	0	\$	110,970	\$	0	\$ 12317.27
	SHEET CELL 12' 6" (25" DEEP) PEV. D (FORMERLY AD10534) FORMERLY ORDERED ON MR355 & MR234														
SHED2516	AD10700-2	0	0	0	PC	801	0	332	0	0	\$	140,360	\$	0	\$ 112428.36
	SHEET CELL 16' 0" (25" WIDE) PEV. D (FORMERLY AD10535) FORMERLY ORDERED ON MR141 & MR234														
SHED33126	AD10701-8	0	0	0	PC	17	0	0	0	0	\$	118,360	\$	0	\$ 2012.12
	SHEET CELL 33" X 12' 6" PEV. F (FORMERLY AD10537) FORMERLY ORDERED ON -MR087														
SHED3316	AD10700-8	0	0	0	PC	267	0	0	0	0	\$	172,250	\$	0	\$ 45990.75
	SHEET CELL 33" X 16' 0" PEV. D (FORMERLY AD10538) FORMERLY ORDERED ON -MR007														
SHED925	AD10702-2	0	0	0	PC	91	0	0	0	0	\$	72,360	\$	0	\$ 6584.76
	SHEET CELL 25" WIDE X 9' 0" PEV. E (FORMERLY AD10533) FORMERLY ORDERED ON -MR087														
TRGL14	AD10528	0	0	0	FT	0	0	0	0	0	\$	26,000	\$	0	\$ 0
	TROUGH WASHWATER LAUNDEP 14" FORMERLY ORDERED ON -MR087														
TRGL9	AD10577	0	0	0	FT	905	3000	2360	0	0	\$	13,700	\$	0	\$ 16323.50
	TROUGH LAUNDEP 9" REV. C														
	S, SEBLY TO NOTIF / LUB WHEN EF IS REACHED FOR NEW														

SCHEDULE 2

Receivables and Retainage

- | | |
|------|-------------------------------------|
| 2(a) | Accounts Receivable (list attached) |
| 2(b) | Retain Accounts (list attached) |

ARJ300

AGING DATE : 5/31/88

ENVIRONMENTAL FLEMING'S CORP.
A/P AGED TRIAL BALANCE
THU, JUN 9, 1988, 2:42 PM

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Schedule 2 (a)

***			WATER TREATMENT SYSTEMS			***		
INVOICE	SOLD TO	MO NO	TR DATE	DUE DATE	AMOUNT	CURRENT	OVER 30	OVER 60
803-7066 R	ALLAN MACK & SONS, I	450351	3/31/88	4/30/88	11076.50			OVER 90
804-7012	ALLAN MACK & SONS, I	450354	4/13/88	5/13/88	11282.50		11282.50	OVER 120
808-0561	ALLAN MACK & SONS, I	450351	2/29/88	3/20/88	182.00-	182.00-		
805-7014	ALUMINUM COMPANY OF	446049	5/31/88	6/18/88	10123.00	10123.00		
804-7046	AMHERST WATER POLLUT	436048	4/30/88	5/28/88	2760.00		2760.00	
805-7015	AMHERST WATER POLLUT	436048	5/19/88	6/18/88	80.00	80.00		
805-7005	AZUSA VALLEY WATER C	450391	5/17/88	6/16/88	1990.00	1990.00		
804-7032	BARCE WAGENER	450406	4/22/88	5/22/88	31647.10		31647.10	
801-7002	BARCE WAGENER CONTRA	450347	1/14/88	2/13/88	7092.00			7092.00
801-7030	BARCE WAGENER CONTRA	450347	1/27/88	2/26/88	8259.68			8259.68
805-7032	BARLETTA COMPANY, IN	450369	5/31/88	6/30/88	54769.50	54769.50		
712-7036 R	BASIC CONSTRUCTORS,	450330	12/16/87	1/15/88	129700.00			129700.00
805-7022	BLUATER TREATMENT LT	450415	5/24/88	6/23/88	67412.00	67412.00		
804-7027	CENTRAL FOUNDRY DIVI	450419	4/21/88	5/21/88	28060.00		28060.00	
804-7009	CENTRIC JONES COMPAN	450417	4/13/88	5/13/88	167276.00		167276.00	
804-7049	CENTRIC JONES COMPAN	450417	4/10/88	5/30/88	16727.60-	16727.60-		
805-7008	CENTRIC JONES COMPAN	450417	5/18/88	6/17/88	150548.40	150548.40		
805-7019	CENTRIC JONES COMPAN	450417	5/23/88	6/22/88	383601.60	383601.60		
804-7010	CHRISTOPHER CONSTRUC	450397	4/13/88	5/13/88	28035.00		28035.00	
804-7047	CITY OF HAVERHILL	436052	4/10/88	5/20/88	533.75		533.75	
805-7034	CITY OF HAVERHILL	436052	5/31/88	6/30/88	35.16	35.16		
802-7006	CITY OF LARGO	436021	2/11/88	3/12/88	148.92			148.92
805-7025	CITY OF LARGO	436021	5/31/88	6/26/88	8102.68	8102.68		
712-7013	CITY OF HILLINGTON U	436015	12/14/87	1/07/88	149.23			
804-7045	CITY OF ORLANDO	436041	4/29/88	5/29/88	177.91		177.91	
804-7014	CITY OF RIFLE	436051	4/10/88	5/13/88	5900.00		5900.00	

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Schedule 2(a) - continued

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ENVIRONMENTAL THERMATIC CORP
A/R AGING TRIAL BALANCE
1:10, JUN 9, 1998, 2:42 PM

AR1300
AGING DATE 5/31/98

INVOICE	SOLD TO	NO NO	TR DATE	DUE DATE	AMOUNT	CURRENT	OVER 30	OVER 60	OVER 90	OVER 120
805-7003	CITY OF ST PETERSBURG	416055	5/16/88	6/10/88	799 15	799 15				
804-7042	CLIFTON WATER DISTRI	416045	4/27/88	5/27/88	19 50		19 50			
DM9-1777	CLIFTON WATER DISTRI	436027	4/10/88	5/13/88	750 00		750 00			5255 00
711-7009	CONCRETE STRUCTURES	450386	11/13/87	12/13/87	84710 00					
			3/14/88	CASH	73710 00					
			3/14/88	CASH	70710 00					
			3/14/88	CASH	3000 00					
			3/14/88	CASH	66339 00					
			5/04/88	CASH	13116 00					
802-7030 R	CONCRETE STRUCTURES	450386	2/29/88	3/30/88	11000 00				11000 00	
CM2-0555	CONDUIT - COURIER CO	453127	1/31/88	2/19/88	20139 64	20139 64				
7017010	COURIER & CO.	453127	1/29/87	2/28/87	119310 00					
			6/26/87	CASH	5532 44					
			1/19/88	CASH	46818 96					46958 60
			4/05/88	CASH	20000 00					
67023F	ELLIS-DON, LTD	450297	6/26/86	7/26/86	19695 85					18176 49
			8/10/87	CASH	1509 36					
			8/10/87	CASH	1780 22					
			8/10/87	CASH	1780 22					
801-7025	FOREST UTILITIES, IN	450393	1/22/88	2/21/88	6617 40					6617 40
802-7019	FOREST UTILITIES, IN	450393	2/19/88	3/20/88	330 87				330 87	
801-7001	GENERAL INSTALLATION	450377	1/14/88	2/13/88	3877 93	250 00		1849 50		
803-7014	GENERAL INSTALLATION	450377	3/11/88	4/10/88	1849 50					
805-7002	GEORGIA KAOLIN COMPA	446048	5/16/88	6/09/88	8619 00	8619 00				
804-7054	GREAT MONUMENT CONST	450395	4/30/88	5/30/88	9434 00		9434 00			
803-7002	GUINNETT COUNTY	436034	3/10/88	4/08/88	5950 00					5950 00
803-7034	GUINNETT COUNTY	436034	3/21/88	4/20/88	579 00					579 00
804-7019	GUINNETT COUNTY	436034	4/18/88	5/18/88	890 95	890 95				
67043	HAROLD ROGERS, INC	450294	6/29/86	7/29/86	5533 30					5533 30
67044	HAROLD ROGERS, INC	450295	6/29/86	7/29/86	5533 30					5533 30
CM7-0514	HAROLD ROGERS, INC	450294	5/26/87	6/24/87	1085 00	1085 00				

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Schedule 2(a) - continued

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ENVIRONMENTAL CREDIT CORP
A/R AGED TRIAL BALANCE
THU. JUN 9, 1988, 2 42 PM

AGING DATE	5/31/88	THU, JUN 9, 1988, 2:42 PM											
		*** WATER TREATMENT SYSTEMS ***											
INVOICE	SOLD TO	NO	NO	TR	DATE	DUE	DATE	AMOUNT	CURRENT	OVER 30	OVER 60	OVER 90	OVER 120
DNR-1763	HARRY PEPPER & ASSOC	450268		3/31/88	4/09/88			3800.00			1439.80		
				4/28/88	CASH			2360.20					
712-7049	HART ENGINEERING CO	450346		12/21/87	1/20/88			6564.60					3554.40
				2/16/88	CASH			3010.20					
712-7051 R	HART ENGINEERING CO	450346		12/21/87	1/20/88			4283.80					4283.80
803-7070	HARTWELL ENGINEERING	450345		3/31/88	4/30/88			18081.00			18081.00		
803-7073 R	HARTWELL ENGINEERING	450345		3/31/88	4/30/88			18900.00			18900.00		
805-7023	HILTON HEAD PLANTATI	436065		5/31/88	6/24/88			248.02	248.02				
805-7027	MORACE W LONGACRE	450424		5/31/88	6/30/88			23961.10	961.10				
				5/02/88	CASH			23000.00					
805-7029	JOSEPH J HENDERSON	450381		5/31/88	6/30/88			6237.00	6237.00				
805-7029 R	JOSEPH J HENDERSON	450381		5/31/88	6/30/88			13470.00	13470.00				
CM7-0538	JOSEPH J HENDERSON	450381		10/30/87	11/13/87			300.00	300.00				
DNR-1796	JOSEPH J HENDERSON	450381		5/31/88	6/30/88			617.57	617.57				
804-7051	KIRKWOOD BLY INC	450400		4/30/88	5/30/88			12160.00		1338.00			5169.15
				5/27/88	CASH			10822.00					
712-7048	LEE CONSTRUCTION CO	450350		12/21/87	1/20/88			5169.15					
CM7-0553	LEE CONSTRUCTION CO	450350		12/31/87	1/30/88			1023.50	1023.50				
804-7025	M.O. LIMBAUGH CONSTR	450390		4/20/88	5/20/88			64269.90		64269.90			3845.61
710-7007	MALCOLM PIRNIE INC	450431		10/13/87	11/12/87			3845.61					
803-7036F	MANFOR LTD	436018		3/23/88	4/22/88			4931.10			4931.10		
805-7035	MARATHON PETROLEUM C	436031		5/31/88	6/30/88			2178.14	2178.14				
805-7007	MAROLF WASTIC TREATME	450404		5/17/88	6/16/88			33747.00	33747.00				
712-7078	MERRIT - MERIDIAN CON	450307		12/31/87	1/29/88			33000.00					1650.00
				5/16/88	CASH			3130.00					
709-7012 R	MERRIT MERIDIAN CONCI	450301		9/21/87	10/21/87			23110.00					23110.00
801-7043R	METRO EQUIPMENT & CO	450368		1/31/88	3/02/88			9718.80					9718.80
712-7050	METRO EQUIPMENT & CO	450367		12/21/87	1/20/88			10688.50					10688.50

Schedule 2(a) - continued

AR 1300		AGING DATE 5/31/88		ENVIRONMENTAL ELEMENTS CORP A/R AGED TRIAL BALANCE THRU JUN 9, 1988, 2 42 PM										PAGE 24	
INVOICE	SOLD TO	MO NO	TR DATE	DUE DATE	AMOUNT	CURPNT	OVER 60	OVER 90	OVER 120						
CM 534	MIAMI VALLEY CONTRAC	450282	11/29/85	12/29/85	2535 57-	2535 57-									
CM 42A	MIAMI VALLEY CONTRAC	450282	12/10/85	1/29/86	246 87-	246 87-									
107011	MIAMI VALLEY CONTRAC	450282	10/14/85	11/13/85	15191 50										15391 50
804-7005	MONROE TOWNSHIP M U	436051	4/15/88	5/10/88	76 62		76 62								
27001	MULHOLLAND CONSTRUCT	453128	2/05/85	3/07/85	5000 00										5000 00
57014	MULHOLLAND CONSTRUCT	453128	5/09/84	6/00/84	31950 00										7951 51
			7/24/84 CASH		32526 52										
			7/24/84 CASH		32526 52-										
			12/31/84 CASH		18000 00										
			5/17/84 CASH		5998 47										
801-7058	NAB CONSTRUCTION COR	450387	3/31/88	4/30/88	53313 30		53313 30								
804-7007	NAB CONSTRUCTION COR	450398	4/13/88	5/13/88	53550 00		53550 00								
17018	NANCO CONTRACTING CO	453135	1/27/86	2/26/86	137070 00										74901 50
			8/13/86 CASH		24168 50										
			4/08/84 CASH		18000 00										
27025	NANCO CONTRACTING CO	453135	2/25/86	3/27/86	40940 00										10940 00
			11/14/86 CASH		30000 00										
7027005	NANCO CONTRACTING CO	453135	2/09/87	3/11/87	2800 00										2800 00
803-7028	NELSON CONSTRUCTION	450384	3/17/88	4/16/88	4211 10			1949 71							
			4/04/88 CASH		2361 39										
803-7030 R	NELSON CONSTRUCTION	450384	3/17/88	4/16/88	20170 00		20170 00								
712-7009 R	NORFLOR CONSTRUCTION	450328	12/08/87	1/07/88	39900 00										
			5/04/89 CASH		37958 55										
700-7011 R	NORFLOR CONSTRUCTION	450279	8/12/87	9/11/87	24500 00					540 00-					1941 45
			2/16/88 CASH		24440 00										
			2/16/89 CASH		600 00										
803-7056F	PANFOR LTD	436010	3/31/89	4/30/89	121 21										
805-7012	POWELL CONSTRUCTION	450407	5/18/88	6/17/88	25335 00										
803-7026	PROJECT INTEGRATION	450178	3/16/88	4/15/88	8503 00										
803-7027	PROJECT INTEGRATION	450178	3/17/88	4/16/88	425 15										
804-7023	PROJECT INTEGRATION	450403	4/19/89	5/19/89	70662 05										

Schedule 2(a) - continued

AR3300
AGING DATE 5/31/88
ENVIRONMENTAL SERVICES CORP.
A/R AGED TRIAL BALANCE
THU, JUN 9, 1988, 2:42 PM

PAGE 26

INVOICE	SOLD TO	NO	TR DATE	DUE DATE	AMOUNT	CURRENT	OVER 10	OVER 60	OVER 90	OVER 120
712-7075	TOWNSHIP OF BERKELEY	416008	12/11/87	1/20/88	56 78					66 78
801-7017	TOWNSHIP OF BERKELEY	416008	1/20/88	2/19/88	16 20					16 20
802-7044	TOWNSHIP OF BERKELEY	416008	2/29/88	1/30/88	51 25				51 25	
803-7068 R	TRESCON CORPORATION	450351	3/31/88	4/30/88	14300 00			7689 35		
			4/05/88	CASH	6610 67					
CM7-0550	TURNER RANCHES WATER	450324	12/31/87	1/22/88	1322 71	1322 71				
805-7001	VILLAGE OF BENVENIL	436057	5/16/88	6/08/88	9750 00	9750 00				
804-7058	VOSS INTERNATIONAL D	450326	4/30/88	5/30/88	226118 50		226118 50			
805-7009	VOSS INTERNATIONAL D	450326	5/18/88	6/17/88	226118 50	226118 50				
711-7032	W. C. SPRATT, INC	450371	11/24/87	12/24/87	18500 00					18500 00
CM9-0570	WORTHMAN-STARVALT, IN	450358	3/31/88	4/22/88	58 57	58 57				
*** TOTAL ***	INCOME TYPE 40				2,552,902 49	961,076 07	873,700 16	225,721 88	11,991 84	475,462 59

INVOICES
CASH 3,102,944 02
TAX 753,669 46
MISC 0 00
ADJUSTMENTS 8,011 59
3,627 91

SCHEDULE 2 (b)

RETAIN ACCOUNTS
May 1988
Date prepared
11-Jun-88

WATER TREATMENT SYSTEMS

CUSTOMER	N.O. NO.	AMOUNT	BILLING FORECAST	STATUS	
Garco Wagner	450406	3,381.10	9/88	Active	August '88 start-up
Harletta Company	450369	12,112.50	8/88	Active	July '88 start-up
Marion Malow Gen'l Contractors	450366	18,124.00	7/88	Active	June '88 start-up
City Of New York	453125	13,200.00	7/88		
Cardinal Contractors	450375	9,227.90	8/88	Active	July '88 start-up
Gen. Eric Jones Co.	450417	76,077.60	10/88	Active	September '88 start-up
C.D. Falter	450405	2,780.30	7/88	Active	June '88 start-up
General Installation	450377	8,850.90	9/88	Active	August '88 start-up
H.R. Brier	450374	12,121.90	6/88	Active	May '88 start-up
Winnett County	450396	22,198.50	8/88	Active	July '88 start-up
L.M. Hollis Co.	450103	6,000.00	N/A	to legal for action	
Environmental Service	453140	3,405.00	6/88	Active	May '88 start-up
Limbaugh Construction	450390	11,023.70	8/88	Active	July '88 start-up
Lab Construction	450387	11,157.30	7/88	Active	June '88 start-up
Lab Construction	450398	10,244.80	10/88	Active	September '88 start-up
Powell Construction	450379	13,950.40	9/88	Active	August '88 start-up
Powell Construction	450407	4,551.90	7/88	Active	June '88 start-up
Robert Bassow	450302	7,436.60	7/88	Active	June '88 start-up
i & E Contractors	450383	80,538.80	7/88	Active	June '88 start-up
Texas Municipal & Industrial	450310	13,875.00	7/88	Active	May '88 start-up
Texas Municipal & Industrial	450402	17,165.80	9/88	Active	August '88 start-up
City of Yorktown	450906	17,718.05	7/88	Active	June '88 start-up

1375,142.05

WEINBERG AND GREEN
100 S. Canelas St.
Boat. W 21201

BOOK 529 PAGE 459 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 270702

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B. C. Video Productions
Address 204 Pelican Drive, Glenburnie, Maryland 21061

RECORD FEE 11.00
POSTAGE .50

2. SECURED PARTY

Name Sony Corporation of America
Address 1600 Queen Anne Road, Teaneck, New Jersey 07666

#176380 CT77 R04 709127
07/19/88

Attn: L. Miller

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

-See Attached

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

William E. Clark
(Signature of Debtor)

B.C. Video Productions

Type or Print Above Name on Above Line

William E. Clark
(Signature of Debtor)

William E. Clark
Type or Print Above Signature on Above Line

Laurie Miller-Contract Adm.
Laurie Miller (Signature of Secured Party)
Sony Corporation of America
Type or Print Above Signature on Above Line

11.80

Debtor: B.C. Video Productions
SSA Number 788004

EXHIBIT A

This Exhibit A is attached to and forms a part of the Security Agreement referenced above between Secured Party and Debtor.

<u>Quantity</u>	<u>Model</u>	<u>Description</u>
1	BVP-50	Camera
1	J13X9BIE/B	Canon Lens
1	CA-3A	Camera Adaptor
1	AC-500	AC Power Supply
1	CCZQ-2	2 Meter Cable
1	BVU-150	U-matic SP Rec.
1	BKU-150	T/C
4	NP-1A	Nicad Battery

273793

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) Thacker Olds-Cadillac Company 34 Hudson Street Annapolis, MD 21401	2 Secured Party(ies) Name(s) and Address(es) COPELCO LEASING CORPORATION ONE MEDIQ PLAZA PENNSAUKEN, NEW JERSEY 08110	3 <input type="checkbox"/> The Debtor is a transmitting utility 4 For Filing Officer: Date, Time, No. Filing Office RECORD FEE 11.00 #176390 CYTT R04 T09:27 07/19/88
---	--	---

5 This Financing Statement covers the following types (or items) of property:
Vendor: Master Serv Inc.
(1) Canned Drink Machine Combo 7/5 Ecam with validator
(1) Glass Front Snack Machine 5645/5 with validator
(1) Hot Beverage Machine HFB5

☒ Products of the Collateral are also covered. LEASE NO. 00-7892-0
☐ This statement is to be indexed in the Real Estate Records

8 Describe Real Estate Here:
This is a conditional sales contract and is not subject to recordation tax.

9 Name of a Record Owner

6 Assignee(s) of Secured Party and Address(es)

7 ☐ The described crops are growing or to be grown on.
☐ The described goods are or are to be affixed to.
☐ The lumber to be cut or minerals or the like (including oil and gas) is on.
*(Describe Real Estate in Item 8)

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
☐ which is proceeds of the original Collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the Debtor, or
☐ as to which the filing has lapsed, or
☐ already subject to a security interest in another jurisdiction
☐ when the Collateral was brought into this state, or ☐ when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean
☐ Consignee(s) and Consignor(s), or
☒ Lessee(s) and Lessor(s)

Thacker Olds-Cadillac Company
By Samuel C. Seizert, General Manager
(5/83)

COPELCO LEASING CORPORATION
By DORIS A. BERMAN, Asst. Secy.
Signature(s) of Secured Party(ies)
Recorded in Public Records, 10/15/88

STANDARD FORM—FORM UCC-1—Approved by The Secretary of The Commonwealth of Pennsylvania

FINANCING STATEMENT FORM UCC-1

Identifying File No.

JUL 14 1988

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

V.E.F.D.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GENERAL ELEVATOR COMPANY, INC.

Address 601 NURSERY ROAD, LINTHICUM HEIGHTS, MD 21090

2. SECURED PARTY

Name AMPLICON, INC.

FED.ID. #95-3162444

Address 2020 E. First St., Suite 401

Santa Ana, CA 92705

Person And Address To Whom Statement Is To Be Returned If Different From Above.

2A. GENERAL ELECTRIC CAPITAL CORPORATION, P.O. BOX 6199, ORANGE, CA 92613

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

RE: SCHEDULE 16 (MD) TO LEASE #OL-1776 (MD) DATED: MARCH 13, 1987

- 01 F7.5KVA-B FERRUPS 208V IN, 120/208V OUT
01 10-7-DX-CD-7 BATTERY PACK, CONSISTING OF:
 (01) "DX" BATTERY CABINET
 (10) BA-7 SEALED, GELL-CELL BATTERIES
 (01) COMPLETE SET OF CABLES (CD-7)
01 3-YEAR CUSTOMER PROTECTION PLAN
01 INSTALLATION FEE

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#176400 CTTT R04 T09#28
07/19/88
TEW

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

(Signature of Debtor)

GENERAL ELEVATOR COMPANY, INC.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

AMPLICON, INC.

Type or Print Above Signature on Above Line

INFOSEARCH, INC.

Toll Free (800) 222-2248 (C A) or (800) 222-2246 (Nationwide)
P.O. Box 2587
Sacramento, California 95812

7-17-83

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐This financing statement Dated July 12, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD
21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATIONAddress 7711 Quarterfield RoadGlen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated June 23, 1988 Schedule # 01, dated June 29, 1988 between Assignor as Lessor and LEASE ACCOUNT # 260883 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 12, 1988 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

(Signature of Debtor)

Frank J. Sarro, III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, President

Type or Print Above Name on Above Line

Filed with Anne Arundel County

13.50

1463

RECORD FEE 13.00

POSTAGE .50

8176430 0777 R04 T09:30
07/19/88

TEW

EQUIPMENT LIST

QUANTITY	DESCRIPTION
1 (one)	1360 Graphic Arts Addressograph-Multigraph Press
1 (one)	Addressograph-Multigraph Multilith offset press model 1250R Factory Reconditioned by Addressograph-Multigraph
1 (one)	Metal Platemaker
1 (one)	Precision Electric Paper Cutter (18")
1 (one)	Automatic Folder
1 (one)	Electric Collator
1 (one)	Bench Model Drilling Machine
1 (one)	Electric Saddle Stapler
1 (one)	Wire O-Hole Plate Punch
1 (one)	Padder
1 (one)	Light Table
1 (one)	Service Counter
1 (one)	Two Wooden Work Benches
	Misc. supplies
1 (one)	Minuteman Electric Outdoor Sign
1 (one)	Interior Signs
1 (one)	Commodore 128, Disk Drive, Color Monitor w/estimating software
1 (one)	Metal desk
2 (two)	Desktop calculators
1 (one)	Lobby Chair
1 (one)	Lobby Table
1 (one)	Desk w/secretarial arm
1 (one)	2-drawer file cabinet
1 (one)	2-line telephone
1 (one)	1-line tabletop phone
1 (one)	Window graphics
	Indoor & Outdoor signage
1 (one)	Small Sanyo copier
1 (one)	T/51 head for 1250 press
1 (one)	Complete dark room w/LogE vertical camera

TransFinancial Leasing Corp.

BY:

TITLE: Frank J. Sarro, III, President

Irvington Federal Savings & Loan Association

BY:

TITLE: William J. Ottey, President

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
3 (three)	3'-6' steel shelf units
	Metal shelving
3 (three)	Wooden work tables
1 (one)	Baum 714 vacuum feed folder
1 (one)	Hydraulic drill
1 (one)	Numbering machine
1 (one)	Shrink wrap set-up
1 (one)	GBC binding equipment
1 (one)	Refrigerator
1 (one)	Microwave oven
1 (one)	1981 Xerox 9500 Copier

TransFinancial Leasing Corp.

BY:

TITLE: Frank J. Sarro, III, President

Irvington Federal Savings & Loan Association

BY:

TITLE: William J. Ottey, President

Not to be recorded in
Land Records

Subject to recordation
tax:
Principal Amount is
\$167,800

The appropriate amount of recordation tax has been paid and evidence is affixed to a deed of trust recorded or to be recorded among the Land Records of Howard County, Maryland and given as security in the same loan.

FINANCING STATEMENT

1. Debtor: Address:

Sydney Cohen 11085 Little Patuxent Parkway
Ulku Ulgur Columbia, Maryland 21044
2. Secured Parties: Address of all Secured Parties:

The Bank of Baltimore

Larry S. Lindenmeyer, c/o The Bank of Baltimore
Trustee 7901 Wisconsin Avenue
Bethesda, Maryland 20814

Jimmy L. Hickman,
Trustee

RECORD FEE 12.00
POSTAGE .50
#116450 DT77 004 109131
07/19/88

3. This Financing Statement covers

(a) All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting,

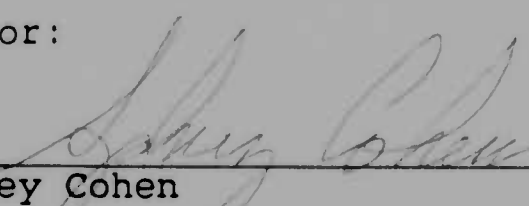
1230

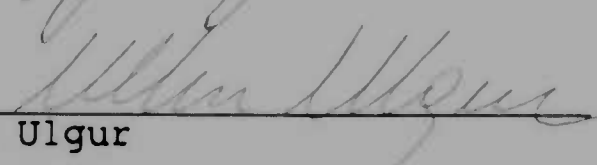
linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, service contracts, utility contracts, options, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the said land and collateral and its development, occupancy and use.

4. The aforesaid items are included as security in a deed of trust given by Debtor to Larry S. Lindenmeyer and Jimmy L. Hickman, Trustees, and recorded or intended to be recorded among the Land Records of Howard County, Maryland securing an indebtedness owed by Debtor to The Bank of Baltimore, and in a second deed of trust given by Debtor to Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, as additional security for the same indebt.
5. Proceeds of collateral are also covered.
6. The property consists of Unit Nos. 6-F-1 and 6-F-2 in The Ellicott Ridge Professional Park Condominium located in Howard County, Maryland, and Unit No. P-1 in the Riva Road Condominium No. 23 located in Anne Arundel County, Maryland, and is more particularly described in the deeds of trust referred to above.

Debtor:


Sydney Cohen


Ulku Ulgur

~~To the Filing Officer: After this statement has been recorded, please mail the same to: Steven D. Shattuck, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.~~

AFTER RECORDING RETURN TO:
REESE AND CARNEY
10715 Charter Drive
Columbia, Maryland 21044
File No. 44864/8001 481

-2-

529 STATE OF MARYLAND
PAGE 468
FINANCING STATEMENT FORM UCC-1

Identifying File No. 273797

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HBE LEASING CORPORATION

Address 11330 Olive Street Road, P. O. Box 27340, St. Louis, MO 63141

2. SECURED PARTY

Name EXCHANGE NATIONAL BANK OF CHICAGO, AS TRUSTEE GP #PA
120 S. La Salle Street, Chicago, IL 60603

Address

HBE LEASING CORPORATION, P. O. Box 27340, St. Louis, MO 63141

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

EQUIPMENT AND LOCATION IN THE SCHEDULE ATTACHED HERETO AND MADE A PART HEREOF TOGETHER WITH ACCESSIONS, APPURTENANCES AND ACCESSORIES THERETO AS DESCRIBED ON THE VARIOUS LEASES: ASSIGNMENT COVERING SAID EQUIPMENT LEASE BETWEEN HBE LEASING CORPORATION AND THE VARIOUS LESSEES AS PER ATTACHED SCHEDULE.

The Property described herein is Business Inventory (for Leasing or Resale) of Debtor HBE Leasing Corporation, and as such is "Not Subject to REcordation Tax"

Name and address of Assignee

FILED WITH Annapolis County, Maryland

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

HBE LEASING CORPORATION

(Signature of Debtor)

G. H. Duello, Secretary/Controller
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

FRANK SAPORITO,
TRUSTEE

EXCHANGE NATIONAL BANK OF CHICAGO, AS TRUSTEE
Type or Print Above Signature on Above Line

13-

SCHEDULE OF LEASES

BOOK 529 PAGE 469

Annapolis County, Maryland

Lease #15755.01 dated 2/12/88

B/R INSTRUMENT CORPORATION

P. O. Box 7

Pasadena, MD 21122

Equipment as per attached schedule

Located at 8383 Jumpers Hole Road, Millersville, MD 21108



LEASE BETWEEN
IBE LEASING CORPORATION (Less

Lease No. 15755 OF

529 PAGE 470 and
B/R Instrument Corporation

(Lessee)

Dated the _____ day of _____, 19 _____

EQUIPMENT SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	1	IBM System 36 Processor 1MB/65MB (5363-P10)
2	1	Additional 65MB Disk (2500)
3	1	Internal Streaming Tape Drive (2605)
4	1	IBM Processor Expansion (2600)
5	1	IBM System Support Program (5727-SS6)
6	1	Tape Support (6144)
7	1	Utilities (5727-UT6)
8	1	Displaywrite 36 (5727-DW6)
9	1	English Dictionary (5727-DW6)
10	2	IBM Color Terminals (5292)
11	1	IBM Terminal (3197)
12	1	IBM Quietwriter III Printer
13	4	AST Emulation Boards (5250)
14		SAI Software: A/R, O/E, Inventory, A/P, G/L

529 471 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation (tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HBE LEASING CORPORATION

Address 11330 Olive St. Rd., P. O. Box 27340, St. Louis, MO 63141

2. SECURED PARTY

EXCHANGE NATIONAL BANK OF CHICAGO, AS TRUSTEE GP #CA

Name

120 S. LaSalle Street, Chicago, IL 60603

Address

HBE LESING CORPORATION, P. O. BOX 27340, St. Louis, MO 63141

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

EQUIPMENT AND LOCATION IN THE SCHEDULE ATTACHED HERETO AND MADE A PART HEREOF TOGETHER WITH ACCESSIONS, APPURTENANCES AND ACCESSORIES THERETO AS DESCRIBED ON THE VARIOUS LEASES: ASSIGNMENT COVERING SAID EQUIPMENT LEASE BETWEEN HBE LEASING CORPORATION AND THE VARIOUS LESSEES AS PER ATTACHED SCHEDULE THE PROPERTY DESCRIBED HEREIN IS BUSINESS INVENTORY (FOR LEASING OR RESALE) OF DEBTOR HBE LEASING CORPORATION AND AS SUCH IS "NOT SUBJECT TO RECORDATION TAX"

FILED WITH ANNE ARUNDEL COUNTY

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

G. H. DUELLO

(Signature of Debtor)

SECRETARY/CONTROLLER

HBE LEASING CORPORATION

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

FRANK SAPORITO, TRUSTEE
EXCHANGE NATIONAL BANK OF CHICAGO, AS TRUSTEE

Type or Print Above Signature on Above Line

11/00

SCHEDULE OF LEASES

Anne, Arundel County

Lease #11653.02 dated 6/30/86

JOINT AND SEVERAL RICHARD N. PEELER, M.D., ROBERT O. BIERN, M.D.,
STANLEY P. WATKINS, JR., M.D., ENSERW COLE, III, M.D. BARRY R. NATHANSON M.D.
51 Franklin Street, #420
Annapolis, Maryland 21401

One (1) Holter Monitor and One Pulmonary Function Module
Located at above address

BOOK 529 PAGE 473

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. #258068 Dated 8-22-85

Record Reference Liber 488 Page 471-472

2. DEBTOR:

Name: Family Floors, Inc.
(Last Name First)

RECORD FEE 10.00
POSTAGE .30
#170650 CT77 A04 T10-26
07/19/88
TEW

ADDRESS: 522 Rithchie Highway Severna Park, Md. 21146

3. SECURED PARTY IS:

NAME: Signet Bank/Md. f/k/a Union Trust Co. of Md.

ADDRESS: P.O. Box 17063 Baltimore, Md. 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RETURN TO:

DEBTOR'S ADDRESS

Citizens National Bank
390 Main Street
Laurel, MD 20707

SEE ABOVE

SECURED PARTY

Signet Bank/Md. f/k/a Union Trust Co. of Md.

BY: [Signature] AVP
(TITLE)

DATED: 7-13, 1988

10.00

BOOK 529 PAGE 474

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. #255411 Dated 1-29-85

Record Reference Liber 482 Page 107

2. DEBTOR:

Name: Family Floors, Inc.
(Last Name First)

RECORD FEE 10.00
POSTAGE .50
#176660 DT77 R04 T10406
07/19/78
TEW

ADDRESS: 7292 Green Moss Glen Severna Park, Md. 21144

3. SECURED PARTY IS:

NAME: Signet Bank/Md. f/k/a Union Trust Co. of Md.

ADDRESS: P.O. Box 17063 Baltimore, Md. 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RETURN TO:

DEBTOR'S ADDRESS

Citizens National Bank
390 Main Street
Laurel, MD 20705

SEE ABOVE

SECURED PARTY

Signet Bank/Md. f/k/a Union Trust Co. of Md.

BY: *[Signature]* AUP
(TITLE)

DATED: 7-13 .19 88

156

BOOK 529 PAGE 475
STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

(COUN TY) ANNE ARUNDEL

Identifying File No. 273601

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name International Computer Svcs., Inc.

Address 2800 Campus Dr. #130, San Mateo, CA 94403

2. SECURED PARTY

Name Wells Fargo Bank, N.A.

Address 101 California St. #2790

San Francisco, CA 94163

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

NJ030M*

See Attached Exhibit "A"

Name and address of Assignee
Equip. Finance Ctr. 489
Wells Fargo Bank, N.A.
101 California St. #2790
San Francisco, CA 94163

*See Attachment.

R.H. Macy & Co

not subject to recordation tax

RECORD FEE 17.00
POSTAGE .50
#176740 CT77 R04 T10412
07/19/08

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)
Naresh Kripalani - President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

M. Padilla - loan documentation officer

Type or Print Above Signature on Above Line

ATTACHMENT

"All right, title and interest of International Computer Services, Inc. in that certain Lease dated January 29, 1987, between International Computer Services, Inc. as Lessor, and R.H. MACY & CO., INC. as Lessee, and all proceeds thereof, including without limitation Lease payments and other sums due or to become due under said Lease, and all rights to payment with respect to any insurance, including returned premiums, or any cause of action relating to the foregoing."

"All inventory that is a subject of said Lease (whether in the possession of debtor, as Lessor, or the Lessee named above), wherever located, and all modifications and attachments thereto, replacements thereof and substitutions therefor, in whole or in part, and all proceeds thereof, including without limitation, all rights to payment with respect to any insurance, including returned premiums, or any cause of action relating to the foregoing."

See attached Schedule Nos. NJ030M

Lessee: Macys New Jersey, Inc. (R.H. Macy & Co., Inc.)
Lessor: International Computer Svcs., Inc.

Schedule: NJ030M
Location: Glen Burnie, MD

Vendor: IBM Corp.

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

TYPE
OF MACHINE
TRAN TYPE/SERIAL

1 4683 61534
1 4683 61535
1 4683 61537
1 4683 61543
1 4683 61545

TYPE
OF MACHINE
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1 4683 61546
1 4683 61548
1 4683 61549
1 4683 64082
1 4683 64085

TYPE
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TYPE
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1 4683 59704
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1 4683 56303
1 4683 57402
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1 4683 65373
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TYPE
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1 4683 65340
1 4683 65354
1 4683 65359
1 4683 65360
1 4683 65362

TYPE
OF MACHINE
TRAN TYPE/SERIAL

1 4683 59711
1 4683 59712
1 4683 59713

1 4683 67758
1 4683 67770

Lessee: Macys New Jersey, Inc.

Schedule : NJ030M

TYPE OF TRAN	MACHINE TYPE/SERIAL
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1	4683 53541
1	4683 53542
1	4683 53543
1	4683 53544
1	4683 53545

TYPE OF TRAN	MACHINE TYPE/SERIAL
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1	4683 M4113
1	4683 M4114
1	4683 M4115
1	4683 M4116
1	4683 53540

TYPE OF TRAN	MACHINE TYPE/SERIAL
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1	4683 M4108
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TYPE OF TRAN	MACHINE TYPE/SERIAL
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1	4683 M4103
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1	4683 M4105
1	4683 M4106
1	4683 M4107

TYPE OF TRAN	MACHINE TYPE/SERIAL
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1	4683 M4098
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TYPE OF TRAN	MACHINE TYPE/SERIAL
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1	4683 M4091
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TYPE OF TRAN	MACHINE TYPE/SERIAL
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1	4683 67750
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TYPE OF TRAN	MACHINE TYPE/SERIAL
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1	4683 64088
1	4683 64089
1	4683 64095
1	4683 59607
1	4683 59700

TYPE OF TRAN	MACHINE TYPE/SERIAL
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1	4683 64096
1	4683 64097
1	4683 64099
1	4683 64100
1	4683 64103

529 PAGE 479 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

COUNTY ANNE ARUNDEL

Identifying File No. 273802

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name R.H. MACY & CO., INC.

Address 151 WEST 34TH ST. NEW YORK, NY 10001

2. SECURED PARTY

Name INTERNATIONAL CO MPUTER SVCS., INC.

Address 2800 CAMPUS DR. #130

SAN MATEO, CA 94403

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

NJ030M*

SEE ATTACHED EXHIBIT "A"

Equip Finance Ctr 489
Wells Fargo Bank, N.A.
101 California St. #2790
San Francisco, CA 4163

*See Attachment.

not subject to recordation tax.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

(Signature of Debtor)

Sankar Krishnan

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Naresh Kripalani

Type or Print Above Signature on Above Line

17.50

ATTACHMENT

"All Equipment and other property leased or to be leased pursuant to that certain Lease Agreement (the "Lease") between R.H. MACY & CO., INC. as Lessee, and INTERNATIONAL COMPUTER SERVICES, INC. as Lessor, dated 5/23/88, and all modifications therefor in whole or in part, and all proceeds thereof. This Financing Statement is filed to comply with the requirements of the Uniform Commercial Code in the event that, for any reason and notwithstanding the intent of the parties, it is determined that the Lease constitutes a security agreement under the Uniform Commercial Code. "

Lessee: Macys New Jersey, Inc. (R.H. Macy & Co., Inc.)
Lessor: International Computer Svcs., Inc.

Schedule: NJ030M
Location: Glen Burnie, MD

Vendor: IBM Corp.

TYPE
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Lessee: Macys New Jersey, Inc.

BOOK 529 PAGE 482

Page 2 of 2

Schedule : NJ030M

TYPE
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1 4683 64099
1 4683 64100
1 4683 64103

ANNE ARUNDEL COUNTY, MARYLAND
FINANCING STATEMENT RECORDS

Not subject to Recordation Tax

FINANCING STATEMENT

1. Debtor: Addresses:
FRANK INDUSTRIES, INC. 8 West Madison Street
Suite 23
Baltimore, Maryland 21201
9529 South Main Street
Suite E
Jonesboro, Georgia 30236

2. Secured Party: Address:
MARYLAND NATIONAL BANK 2328 West Joppa Road
Suite 101
Lutherville, MD 21093

3. THIS FINANCING STATEMENT COVERS:

(a) All of the Debtor's inventory both now owned and hereafter acquired and as the same may now and hereafter time to time be constituted, together with all cash and non-cash proceeds and products thereof.

(b) All of the Debtor's contract rights, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

(c) All of the Debtor's accounts (including without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

(d) All of the Grantor's now owned and hereafter acquired machinery, equipment, furniture, fixtures and other articles of personal property which is at any time located upon, attached to, contained or used in connection with the Busch Facility (hereinafter defined) together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements

RECORD FEE 17.00
POSTAGE .05
#176690 CTTT R04 T10:10 07/19/88
#176700 CTTT R04 T10:10 07/19/88

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17.50

thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof and including, without limitation all of the machinery and equipment listed on Schedule A attached hereto and made a part hereof.

Notwithstanding anything herein to the contrary, all of the items of property described in paragraph (d) of this Financing Statement are and shall be located at the Busch Facility. As used herein, the "Busch Facility" means the polyethylene manufacturing plant located at 9529 South Main Street, Jonesboro, Georgia. Pursuant to an Asset Purchase Agreement dated March 13, 1988 by and between the Debtor and Busch Container Corporation ("Seller") and Fred Dobbs, Robert G. Ring, G. Robert Whitmire, and James S. Gilliland (the sole stockholders of the Seller), the Debtor has acquired substantially all of the assets of the Seller located at the Busch Facility.

DEBTOR:

FRANK INDUSTRIES, INC.

By: George R. Frank (SEAL)
George R. Frank, President

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

Natalie A. Klaum, Legal Assistant
Frank, Bernstein, Conaway & Goldman
300 East Lombard Street
Baltimore, Maryland 21202

0175v

SCHEDULE A

Machinery

Injection Stretch Blow Mold Machine
 Injection Stretch Blow Mold Machine
 Resin Dryer System
 Dew Point Monitor
 3.5 HP Turbo-Vac Power Unit
 A.E.C. Water-Cooled Chiller
 Cooling Tower
 I.R. High Pressure Air Package
 I.R. Low Pressure Air Package
 a - Specialty Piping
 a - Diagraph Snyder Service
 a - 15 Ton Cooling System
 See attached detailed listing

Molds

10 oz. Triangular Mold
 4 oz. 8 Cavity Mold
 6 oz. 6 Cavity Mold
 8 oz. 6 Cavity Mold

Furniture & Fixtures

a - Minolta Copier
 a - Furniture

List of Assets

1. Model ASB-250 Machine
 (S/No. 8725127)
2. Model ASB-250 Machine
 (S/No. 8725126)
3. 10 Ounce Triangular 4 Cavity Mold
 (S/No. ASB-090831)
4. 6 Ounce Triangular 6 Cavity Mold
 (S/No. ASB-090832)
5. 4 Ounce Round 8 Cavity Mold
 (S/No. ASB-090833)
6. 8 Ounce Round 6 Cavity Mold
 (S/No. ASB-090961)
7. Whitlock P.E.T. Resin Dryer
 (S/No. 8640834)
8. Whitlock P.E.T. Resin Dryer
 (S/No. 8640833)

9. Shaw Dew Point Monitor
10. 3.5 HP Turbo - Vac Power Unit
(S/No. 8643226)
11. A. E. O. Chiller Model StWc-10
(S/No. 86M138)
12. A. E. C. Water Cooling Tower and Tank
(S/No. 86M136 - Tower, 86M137 - Tank)
13. I. R. High Air Pressure Compressor
Model Nbr. H400BKV/2
(S/No. B0980)
14. I. R. Low Air Pressure Compressor
Model Nbr. H402BKV
(S/No. B0919)
15. Caterpillar Model PC30 Lift
Truck W/Atlas Clamp Assembly
(S/No. 275056)
16. Clark Fork Lift
(S/No. 3211)
17. 15 Ton Carrier Model 40 RR016-5
A/C Coil and Model 38AE016-5
A/C Condensing Unit
(S/No. Q694758)
18. Office Furniture

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

No. of Additional
Sheets Presented

COST = \$1,855.00

3 ☐ The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es)

Chesapeake Marine Engines,
Inc.
922 Klakring Road
Annapolis, MD 21403

2. Secured Party(ies) Name(s) and Address(es)

NATIONAL BANK OF BOYERTOWN
P. O. Box 547
Boyertown, Pennsylvania 19512

4. For Filing Office: (Date, Time, No. Filing Office)

RECORD FEE 11.00
RECORD TAX 14.00
POSTAGE .50

5. This Financing Statement covers the following types (or items) of property:

- 1 ITT Aries Key Service Unit
- 1 Power Supply
- 1 Surge Protector
- 3 ITT Standard Aries Telephones
- 3 C.O. Lightning Protection

☐ Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es)
RECEIVED 07/19/88
TEW

- 7 ☐ The described crops are growing or to be grown on *
☐ The described goods are or are to be affixed to *
☐ The lumber to be cut or minerals or the like
(including oil and gas) is on *
*(Describe Real Estate in Item 8.)

8. Describe Real Estate Here.

☐ This statement is to be indexed in
the Real Estate Records.

9. Name of
a Record
Owner

No. & Street

Town or City

County

Section

Block

Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)

- ☐ which is proceeds of the original Collateral described above in which a security interest was perfected, or
- ☐ acquired after a change of name, identity or corporate structure of the Debtor, or
- ☐ as to which the filing has lapsed, or
- ☐ already subject to a security interest in another jurisdiction
- ☐ when the Collateral was brought into this State, or ☐ when the Debtor's location was changed to this State.

11. If appropriate in this filing, the
terms Debtor(s) and Secured Party(ies)
shall respectively mean

- ☐ Consignee(s) and Consignor(s), or
- ☐ Lessee(s) and Lessor(s)

Chesapeake Marine Engines, Inc.

NATIONAL BANK OF BOYERTOWN

By

Dorothy E. Oliver Vice President

By

Signature(s) of Secured Party(ies)

(1) FILING OFFICE COPY - NUMERICAL
(5 83)

STANDARD FORM - FORM UCC 1 - Approved by Secretary of Commonwealth of Pennsylvania

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: July 13, 1988

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____
Taxable Amount of Debt \$ _____

NAME OF DEBTOR (S): Carol's Corner Video, Inc

ADDRESS: 3820 G Mountain Road
Pasadena, Maryland 21122

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT
ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF
PROPERTY:

Blanket Lien:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable
now owned and hereafter acquired, excluding motor vehicles

1 Altos 686 T-50 Computer with peripheral equipment

RECORD FEE 11.00
POSTAGE .50
#176720 CTTT R04 T10-11
07/19/88

TEW

DEBTOR(S):

Carol's Corner Video, Inc
(Company Name)

BY: Bonnie L. Fleishman
Bonnie L. Fleishman, Vice President

BY: _____

BY: _____

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: Robert E. Mann
(Authorized Signature)

Robert E. Mann Commercial Loan Officer
(Type Name and Title)

(NOTE: Type name under each
signature and if company,
type name of company and
name and title of authorized
signer.)

1150

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$15,000.00

If this statement is to be recorded in land records check here. ☐

Recordation Tax paid to Anne Arundel County in the amount of \$315.00.
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name R & D Equipment Sales, Inc.
Address 510 Ridge Road Annapolis, MD 21041

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.
Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 11.00
RECORD TAX 315.00
POSTAGE .50
#148650 0040 R03 T09:28
07/19/98

TEW

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

R & D Equipment Sales, Inc.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

Patrick White
(Signature of Secured Party)

Patrick White, Ass't Sec
Type or Print Above Signature on Above Line

*Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc.

BOOK 529 PAGE 490

* CREDIT ALLIANCE CORPORATION
770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021

— SECURITY AGREEMENT —
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 11th day of July, 1988

by and between

R & D Equipment Sales, Inc., having its principal place of business at
510 Ridge Road Annapolis, MD 21041

Mortgagor and First Interstate Credit Alliance, Inc.

Mortgagee

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, conveys, endorses, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"). To have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations," as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guarantees, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1.15% of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, liens, taxes, fees and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagor is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor, and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney in Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or state, proofs referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business location without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary) to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense (including reasonable attorneys' fees) that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly authorized to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment claim, counterclaim or cross complaint which Mortgagee may have against Mortgagor, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart R. Geyer, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney in Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York. Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder, and with respect to the Mortgage Obligations. At Mortgagee's request, Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due, and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisalment, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagee for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of .30% for each .25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall endure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall endure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST

R & D Equipment Sales, Inc.
Mortgagor

(Seal)

By

Secretary

(Title)

STATE OF Maryland
COUNTY OF Anne Arundel

SS

being duly sworn, deposes and says:

1. He is the
(hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage

of R & D Equipment Sales, Inc.

2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below) and Mortgagor has the sole right and lawful authority to mortgage the same.

3. Mortgagor is solvent and justly indebted to First Interstate Credit Alliance, Inc. (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.

4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.

5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this

day of

19

NOTARY PUBLIC

STATE OF

COUNTY OF

SS

day of

19

in (Place)

in said County, before me personally appeared

to me personally well known

(For Individual)

as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)

and known as and to be a member of the partnership of

and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered the same before me who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered the same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)

to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and, well known to me to be and who acknowledged himself to be the

of

R & D Equipment Sales, Inc.

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Notarial Seal)

NOTARY PUBLIC
(AT & T)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated July 11 1988 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Champion Electric Material Hoist	MHT-50-40E	679386-Y979
One (1)	Champion Material Personnel Hoist	US-60-1R	1280885-12/80
The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

First Interstate Credit Alliance, Inc.

By: _____

Purchaser, Mortgagor or Lessee:

R & D Equipment Sales, Inc.

By: Donald E. Will, Pres.

AACo
C-02-05761-0

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded
in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Robert A. Ballantine, Inc.
Address 1797 Dorsey Road Hanover, Maryland 21076

2. SECURED PARTY

Name Vic Lewis and Sons, Inc.
Address 1963 Brady Avenue Baltimore, Maryland 21227

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD.
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

ASSIGNEE OF SECURED PARTY:

First Interstate Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd
Glen Burnie, Maryland 21061

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☒ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

Robert A. Ballantine, Inc.
See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

Patrick White
(Signature of Secured Party)

Type or Print Above Signature on Above Line
Patrick White, Ass't Sec.

RECORD FEE 11.00
POSTAGE 50
#148660 0040 R03 107:31
07/19/88

CONDITIONAL SALE CONTRACT NOTE

TO: Vic Lewis and Sons, Inc. FROM: Robert A. Ballantine, Inc.
 ("Seller") ("Buyer")
1963 Brady Ave. Baltimore, MD 21227 1797 Dorsey Rd Hanover, MD 21076
 (Address of Seller) (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) Used Caterpillar Crawler Loader
963LGP w/ ROPs, GP Bucket w/ teeth
S/N 112356

(1) TIME SALES PRICE \$ 92,844.00
 (2) Less DOWN PAYMENT IN CASH \$ -0-
 (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$
 (4) CONTRACT PRICE (Time Balance) \$ 92,844.00
 The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 1797 Dorsey Road Hanover, Maryland 21076

*Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc.

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Ninety two thousand eight hundred forty four and 00/100***** Dollars (\$ 92,844.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 13th day of August, 19 88, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 2,579.00 and the final installment being in the amount of \$ 2,579.00

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind, and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
 BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):
 Date: July 13th 19 88
 Accepted Vic Lewis and Sons, Inc. (SEAL) Robert A. Ballantine, Inc. (SEAL)
 (Print Name of Buyer-Maker Here) (Print Name of Buyer-Maker Here)
 By: Charles C. Lewis Jr. By: Robert A. Ballantine
 (Signature) (Signature)
 (Witness as to Buyer's and Co-Maker's Signature) (Witness as to Buyer's and Co-Maker's Signature)
 Co-Buyer-Maker: _____ (SEAL)
 (Print Name of Co-Buyer-Maker Here)
 By: _____
 (Signature)
 (Witness as to Buyer's and Co-Maker's Signature)
 This instrument prepared by _____

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer shall immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law, (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) _____ (L.S.)	_____ (L.S.) _____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)
_____ (L.S.) _____ (L.S.)	_____ (L.S.) _____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____	_____ (SEAL) _____	} Signature of Seller
	(Corporate, Partnership or Trade Name or Individual Signature)	
_____ (Witness)	By: _____	}
	(Signature: Title of Officer, "Partner" or "Proprietor")	

ASSIGNMENT

529 PAGE 496

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed

conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 13, 1988 between Vic Lewis and Sons, Inc. as Seller/Lessor/Mortgagee

and Robert A. Ballantine, Inc., 1797 Dorsey Rd. Hanover, Md 21076
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract, and (2) the unpaid balance of the contract assigned hereby is \$ 92,844.00.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 13th day of July, 19 88.

Vic Lewis and Sons, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By: Charles F. Lewis Jr.
Vice Pres.

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICAL 5A

529 497

273516

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Comdisco, Inc. 6400 Shafer Court Rosemont, IL. 60018 01-SL32914	2. Secured Party(ies) and address(es) Tilden Financial Corp. 2 Lambert Street Roslyn Heights, NY 11577	3. Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11. POSTAGE #148580 0040 R03 TC 07/.
4. This financing statement covers the following types (or items) of property 88131 Chattel paper, i.e., a Lease from Comdisco, Inc. to Mercantile Safe Deposit & Trust Company 742 Old Hammonds Ferry Road-Linthicum, MD 21090 of IBM Computer Equipment as described together with the rentals and proceeds thereof and the Equipment described in said lease. See attached equipment list.		5. Assignee(s) of Secured Party and Address(es) /

NO RECORDATION TAX REQUIRED. COLLATERAL IS DEBTOR'S INVENTORY

11.00

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected.

Check ☒ if covered. ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented: 1

COMDISCO, INC. TILDEN FINANCIAL CORP.

By: *Kimberly Fiedler* By: *[Signature]*
 Signature(s) of Debtor(s) Title Signature(s) of Secured Party(ies) Title

(1) Filing Officer Copy-Alphabetical
 STANDARD FORM - FORM UCC-1.
 (For Use in Most States)

ML0:am1 5-12-88

SL 32914

529 PAGE 498

EXHIBIT A

EQUIPMENT SCHEDULE NO. 21 DATED AS OF May 12, 1988
TO MASTER LEASE AGREEMENT DATED AS OF March 7, 1983 ("Master Lease")

00
50
19:38
19/88

LESSEE: Mercantile Safe Deposit & Trust Company

LESSOR: COMDISCO, INC.

Address for Legal Notices:
742 Old Hammonds Ferry Road
Linthicum, MD 21090

Address for All Notices:

6400 Shafer Court
Rosemont, Illinois 60018
Attn.: Operations Lease Administrator

Attn.: Ken Lumpkin

Address for Other Correspondence:

Investment Tax Credit
(on order New Equipment)
for the account of:

Lessor _____
Lessee _____
N/A X

Attn.:

Location of Equipment:
Same as above

Initial Term/
Months: 60 mos.

EQUIPMENT (as defined below):

Item No.	Qty.	Machine/Feature	Description	Serial Number	Monthly Rent
1.	1	3480 A22 1511 3211	Tape Control channel attachment control unit coupler	21799	\$1,285.00
2.	2	3480 B22 2511	Tape Control automatic cartridge loader	84463,84477	\$1,775.00
3.	2	3480 B22	Tape Control Unit	75272,75273	\$1,470.00
					<u>\$4,530.00</u>

Anne Arundel County

STATE OF MARYLAND

BOOK 529 PAGE 499

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____
RECORDED IN LIBER _____ FOLIO _____ ON _____ (DATE)

1. DEBTOR

Name The Driggs Corporation
Address 8700 Ashwood Dr. -- Capitol Heights, MD 20743

2. SECURED PARTY

Name L.B. Smith, Inc.
Address P.O. Box 8658 -- Baltimore, MD 21240

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input checked="" type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: s/n 72813
	<input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<input type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.)
	One(1) Terex TS-14B, s/n 72813	
	RECORD FEE 10.00 POSTAGE .50 #148700 0040 R03 T09:46 07/19/88	

Dated July 14, 1988

Bruce H. Dean
(Signature of Secured Party)
Bruce H. Dean
L.B. Smith, Inc. Business Manager
Type or Print Above Name on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement is filed as provided in a filing office for office use only to the Uniform Commercial Code.

as provided in a filing office for office use only to the Uniform Commercial Code.

1. DEBTOR

Name

Leo C. Capps

Address

1658 Cedar Lane, Shady Side, Md 20764

2. SECURED PARTY

Name

Deutz-Allis Credit Corp

Address

P.O. Box 933, Milwaukee, WI
1126 S. 70th St.

53201-0933 53214

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All the Debtor's right, title and interest in, to and under the following goods whether presently existing or hereafter acquired and all attachments and accessions to such goods; and all proceeds of the goods including, without limitation, proceeds of insurance policies insuring any or all of the goods or any guaranty or warranty, payable by reason of loss or damage to or otherwise with respect to any of the goods; such goods being more specifically:

QTY.	NEW OR USED	MAKE	MODEL	DESCRIPTION (INCLUDE ATTACHMENTS)	SERIAL NO'S.
1	N	D-A	5815	TTT & Lot	1274
1	N	D-A	425	loader	5015

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

Transfer Agree. EDI347079

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)
☐ (Proceeds of collateral are also covered)

Signature of Assignee(s)

RECORD FEE 11.00
POSTAGE .50
#148770 C040 R03 T10:30
07/19/88
TEW

Leo C. Capps

Type or Print Name

for Capps

(Signature of Debtor)

Type or Print Above Signature on Above Line

Vern J. Roman

(Signature of Secured Party)

VERN J. ROMAN

Type or Print Above Signature on Above Line

11.00
50

529 PAGE 501

273819

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented
(1) Debtor(s) (Last Name First) and Address(es) Casimer Zebron T/A Enterprise Sanitation 1889 Poplar Rideg Road Pasadena, MD 21122 M-33061	(2) Secured Party(ies) (Name(s) And Address(es)) ALBAN TRACTOR CO. INC. P O BOX 9595 BALTIMORE MD 21237	RECORD FEE 11.00 POSTAGE .50 #148720 0040 R03 T10:31 07/19/88
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es)	For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Model #416 Backhoe Loader S/N 5PC05709

AA

"NOT SUBJECT TO RECORDATION TAX"
M. SUTTLE

XX Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)
Casimer Zebron T/A
Enterprise Sanitation

Secured Party(ies) [or Assignees]

Alban Tractor Co Inc

(By) *Casimer Zebron* Casimer Zebron, Owner
Standard Form Approved by N.C. Sec. of State
and other states shown above.

(By) *[Signature]*
Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and ☒
☐ Collateral Is Brought Into This State
☐ Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

17/8

01-210-31572 STATE OF MARYLAND

Anne Arundel Co.

500 529 PAGE 502

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~161756~~ 270618

RECORDED IN LIBER 520 FOLIO 90 ON 11-17-87 (DATE)

1. DEBTOR

Name J C Penney Co., Inc.

Address 70 Annapolis Mall, Annapolis, MD 21401

RECORD FEE 11.00
POSTAGE .50
#145840 0040 R03 T10:45
07/19/88

2. SECURED PARTY

Name Great Northern Funding Corp.

Address 11500 Rockfield Court, Cincinnati, OH 45241

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
(Indicate whether amendment, termination, etc.)

Assigned to:

Sanwa Business Credit Corp.
1 S. Wacker Drive - Suite 3800
Chicago, IL 60606

Dated

FILING FEE \$

Please Return To:
Illinois



11-00
11-90
DAY DAVID W. SLOAN, LEASING MANAGER

(Signature of Secured Party)

DAVID W. SLOAN
Great Northern Funding Corp.

Type or Print Above Name on Above Line

BOOK 529 PAGE 503

273821

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated June 1, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name OPTIC GRAPHICS, INC.

Address 101 Dover Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name KING PRESS CORPORATION

Address PO Box 21, 135h & Maiden Lane, Joplin, MO 64802

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

PURCHASE ORDER P-2624 (Certified copy attached)

Two (2) Color King Unites, One (1) KC8A folder
complete with accessories and attachments

RECORD FEE 13.00
POSTAGE .50
#148870 0040 R03 T10453
07/19/88

TEW

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

OPTIC GRAPHICS, INC.

(See attached)
(Signature of Debtor)

David A. Kinlein, Pres

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

KING PRESS CORPORATION

(Signature of Secured Party)

P. T. Riley, VP Finance

Type or Print Above Name on Above Line

13.00
+ .50

13.50

KING PRESS CORPORATION
P. O. Box 21
13th & Maiden Lane
Joplin, Missouri 64802

A wholly owned subsidiary of Publishers Equipment Corporation

Sales Order & Security Agreement

Please enter our order for the following, subject to the conditions printed on BOTH sides of this order.

(PRESS EQUIPMENT)

DATE ORDERED:

6-3-88

CREDIT APPROVED:

SALESMAN:

Symonick

Order Date

6/1/88

Buyer's Name

DAVID A. KINLEIN

Please Type or Print

OPTIC GRAPHICS INC.

101 DOVER ROAD

GLEN BURNIE, MD. 21061

(City)

(State)

(Zip)

301/768-3000

(Phone Number)

TWO(2) CORR KING UNITS, ONE(1) KCB A FOWER, TWO(2) 50"

ROLL STAUSS, ONE(1) 75HP DRIVE, ONE(1) XT. DEL. TABLE, ONE(1)

BAWDWIN 640 WATER LEVELER, FOUR CYL. SIZE (MERS), TWO(2) S

2 - PASS FREE STANDING MARTIN WEB GUIDES, KING C-1000 S

2 - WEB DRYER COLLECTING PARTS, ONE(1) ULTRASONIC WEB BREAK

Optional Equipment DETECTOR. ONE(1) BAWDWIN MOD. 851-100 S

REFRIG. CENTRAL CIRC. SYSTEM.

471,500.

Trade In HANTSCH 4 UNIT PERFECTOR
100 HP DRIVE, AIR BOOKFORMER

FOUNDER: AF 15
CHILLS: AF 12
Serial #

81,500

3-HIGH FREE STANDING W.O.I. WITH GUIDES

SER. NO. 400-027

Volts

Cycle

Phase

KVA

SUB TOTAL

390,000.

• SELLER TO RIG OLD PRESS OUT, RIG NEW TO POSITION TAX (WHERE APPLICABLE) S

• KING PRESS TO TRAIN A QUALIFIED PRESS CREW
IN THE OPERATION OF THE PRESS - CUSTOMER SIGN OFF. TOTAL S 390,000

Above prices are subject to adjustments as set forth below and do (do not) include delivery F.O.B.

and installation.

• KING PRESS TO ASSIST / ADVISE A QUALIFIED ELECTRICIAN IN
THE LOCATION / PLACEMENT OF WATER LEVELER PUMP AND CIRCULATOR

DROP WIRE

• PRESS TO ARRIVE AT CUSTOMER'S PLANT JULY 11, 1988

Buyer acknowledges having been quoted a cash price, agrees to purchase the equipment described above as follows:

CAROL A. RUSCH, Notary Public

State of Missouri, Joplin County

My Commission Expires 2/1/91

I certify this to be a true and

correct copy of the original.

290 June 1988

Carol A. Rusch

A.	Cash accompanying this Order	\$ 19,500.
B.	Trade-in Credit	\$
C.	Cash payable upon notice of accepted order from seller	\$ 97,500.
D.	Cash payable on receipt of notice that equipment is ready for shipment	\$ 156,000.
E.	Balance (payable in cash within 30 days after date of invoice)	\$ 78,000.
F.	Balance (payable in cash within 60 days after date of invoice)	\$ 39,000.

TAXES. Buyer shall pay all sales, use, value-added, duty, export, import, and other taxes or charges arising as a result of the manufacture, sale, shipment or installation of the equipment. If no sales tax is applicable, Buyer shall supply a signed tax exemption certificate acceptable to the taxing authority. Buyer warrants that any exemption certificate supplied by it shall be valid.

TRADE IN. At or before the time of delivery of the equipment to Buyer, Buyer will deliver to King Press Corporation, hereinafter known as Seller, at the Buyer's place of business the equipment described above to be traded in. Buyer, in consideration of the trade-in credit granted by Seller, bargains and sells and by these presents does grant and convey unto Seller, its successors and assigns, the property described above as being traded in, to have and to hold the same unto Seller, its successors and assigns forever; and Buyer warrants that it is the lawful owner of the equipment being traded in, that the same is free from all liens and encumbrances, that it has the right to sell the same and that it will defend the same against any claims and demands of all persons.

INSTALLATION: If the prices stated above include delivery and erection in Buyer's premises; (1) the equipment will be delivered to the point where it is to be erected or installed only when sufficient passageways, free access to point of installation, and elevator(s) of necessary size and capacity for delivery are available; otherwise, delivery will be made on sidewalk or nearest accessible location to point of installation and Buyer will assume responsibility and expense for placing equipment in final location.

(2) Seller will furnish the services of a competent technician, for the necessary time, but not to exceed _____ days to erect the equipment and instruct operator, at no additional charge.

(3) Buyer at it's sole cost and expense will provide suitable foundation, adequate floor conditions, rating and/or electrical wiring required, as well as labor (for carpentry, plumbing, masonry etc.) necessary for removing obstructions, or construction, in connection with installation.

Buyer will indemnify and hold Seller harmless from and against any and all losses, liability, damage or expense for injury to persons or property arising out of the installation, use and operation of said equipment.

ACCEPTANCE: This order shall be binding upon King Press Corporation only when accepted by it at its principal office in Joplin, Missouri in allotted space below and a executed copy mailed to Buyer. It shall be governed by the laws of the State of Missouri.

ALL THE PROVISIONS, TERMS, AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED HEREIN AS IF FULLY SET FORTH ABOVE.

Witness:

Accepted at Joplin, MO
KING PRESS CORPORATION (Seller)

William C. Solomon

Vice President/General Manager

Date 6/29/88

Type or Print By:

David A. Kinlein Optic Graphics Inc

Purchaser's Name, Corp., or Partner (Buyer)

Signature

Position

101 Dover Road

Street Address

Glen Burnie Anne Arundel Maryland 21061

City

County

State

Zip

ADDITIONAL PROVISIONS, TERMS AND CONDITIONS

Price Adjustment. The above prices are subject to change to conform to Seller's sales prices of the equipment being ordered in effect at time of delivery.

SECURITY. If the equipment is being purchased on a deferred payment basis, Buyer will execute and deliver to Seller, upon receipt of notice that equipment is ready for shipment, a security agreement to be submitted by Seller in form and substance satisfactory to Seller, and will cooperate with Seller in complying with all applicable laws relating to security agreements and other secured transaction laws. In case of any conflict between the provisions hereof and those contained in any such security document the latter shall prevail.

SPECIFICATIONS AND PRODUCTION. The equipment shall meet with description above set forth. However, Seller reserves the right, without prior notice, to change design, colors, materials or specifications when deemed necessary by Seller.

DELIVERY. Seller will make shipment of said equipment as soon as possible. Seller shall not be liable for delays in delivery caused by strikes, accidents, governmental restrictions or other causes beyond its control. If Buyer is not prepared to accept delivery of said equipment upon notice that it is ready for shipment Seller may store the equipment in a warehouse at Buyer's expense and risk, in the name of Buyer or Seller and such storage shall constitute shipment and delivery to Buyer. If this order covers "used equipment" not owned by Seller at this date it is agreed that the same is being sold subject to Seller's ability to subsequently acquire same and Seller's failure to do so shall not make it liable in damages to Buyer.

WARRANTY. Seller warrants all new equipment against defects in material or workmanship at the time of delivery thereof, that develop under normal use within a period of one year from date of shipment of which Buyer gives Seller prompt written notice. Other manufacturers' equipment, if any, shall carry only such manufacturers' standard warranty. This warranty provision shall apply to Buyer named herein and not to Buyer's successors or assigns. Seller's sole responsibility under this warranty is, at its option, to repair or replace equipment or parts not conforming to the warranty upon the return thereof F.O.B. Seller's Joplin, Missouri plant within the period of warranty; to remove the equipment at its expense and refund to Buyer all payments made thereon without interest, (if other equipment has been accepted by Seller as part payment and is not available for return to Buyer, then Seller shall pay to the Buyer the proceeds received by Seller from its disposition of said equipment). Seller assumes no responsibility for design characteristics of special equipment manufactured to specifications supplied by or on behalf of Buyer nor shall it be liable for any expenses, whether for repairs, replacements, material, service or otherwise, incurred by Buyer for modifications made by the Buyer to the equipment without prior written consent of Seller. Seller warrants that with a competent pressman and suitable operating conditions, the press is capable of high quality printing and accurate register at its normal speed on suitable good quality medium weight papers, except specialties, providing the stock is in good running condition and is run with the grain across the cylinder.

If the equipment is described as used and not as new or reconditioned, it is sold as is and where is and there are no warranties or representations of any kind by Seller with respect to the same.

EXCEPT AS SET FORTH IN THIS SALES ORDER AND EXCEPT AS TO TITLE, SELLER AND BUYER AGREE THAT THERE HAVE BEEN NO WARRANTIES, REPRESENTATIONS OR PROMISES BY SELLER WITH REFERENCE TO THE EQUIPMENT BEING SOLD, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AND REPRESENTATIONS AS TO MERCHANTABILITY AND FITNESS. In no event shall Seller be liable to Buyer or anyone else for any anticipated profits, consequential damages or other losses incurred by Buyer in connection with the purchase, installation, operation or shut-down of the equipment being supplied pursuant to this sales order.

TITLE. The parties agree that title and right of possession to the equipment being sold shall remain in Seller at all times until the entire purchase price shall have been fully paid in cash and that the equipment shall at all times remain personal property regardless of the degree of its annexation to real property or other personal property; except that, if Buyer executes a security agreement, title shall pass to Buyer immediately prior to such execution.

MAINTENANCE. While title remains vested in Seller, Buyer will maintain the equipment in good condition at the location to which it was delivered by Seller and will not encumber it or permit any lien, tax or other charge against it to remain unsatisfied. Buyer will permit Seller to inspect said property at all times during normal business hours.

INSURANCE. Buyer accepts full responsibility for safe-guarding the equipment from the time of delivery until it is paid for in full and shall provide and maintain insurance to the total value of the equipment delivered hereunder against risks of fire, explosion and extended coverage (including, but not limited to flood, earthquake, windstorm, cyclone, tornado, hurricane, riots, strikes and civil commotion) in the names of Buyer and Seller, as their respective interests may appear.

DEFAULT. If Buyer defaults in any payment specified herein or fails to comply with any provision of this sales order, or, if the equipment is seized under execution or other legal process, or, if a proceeding in bankruptcy, receivership or insolvency is instituted by or against Buyer, or if Buyer shall make an assignment for the benefit of creditors, or, if Buyer shall sell, encumber or otherwise dispose of the equipment while title thereto remains in Seller, Seller, upon the occurrence of any of such events, may, at its option, in addition to any other remedies which may be available to it by law, (1) declare the entire purchase price remaining unpaid to be immediately due and payable and elect to sue for the amount due plus costs and reasonable attorney's fees, thereby vesting title to the equipment in Buyer; or, (2) enter, with or without legal process, into or upon the premises where the equipment or any part thereof, may be, or is believed to be, and take possession thereof and thereafter hold the same absolutely free from any and all claims of Buyer, retaining all payments theretofore made by Buyer hereunder as and for the reasonable rental of said equipment and for the use, wear and tear thereof; or, (3) retain all payments made by Buyer as liquidated damages for the use of said equipment. If Seller exercises its option to retake the equipment as provided in (2), it may resell the equipment so retaken, at public or private sale, with or without notice to the Buyer, as the law may require, and; Seller may purchase said equipment for its own account at any public sale. The proceeds of such sale shall be applied (i) to the expense of retaking, repairing, holding and reselling such equipment, including reasonable attorney's fees; (ii) to the unpaid balance of the purchase price; and, (iii) any surplus shall be paid to the Buyer. In case of deficiency, Buyer shall pay the balance of the purchase price (plus the expense of retaking, repossessing, holding and reselling such property, including reasonable attorney's fees) forthwith. In addition to the foregoing, Seller shall be entitled to all of the remedies for the recovery of the purchase price which are afforded to it by any law.

CANCELLATION AND MODIFICATION. Seller reserves the right to cancel its acceptance of this order at any time before delivery of the equipment if in Seller's sole judgement circumstances have changed which warrant such cancellation. This order may not be modified or supplemented except in writing and may not be assigned by the Buyer without the written consent of Seller. Seller may assign this order and/or the right to the monies due and to become due hereunder without Buyer's consent.

SGB30004.FIS
JRR032

529 PAGE 506

273822

FINANCING STATEMENT

1. Name of Debtor: LEE HIGHWAY LIMITED
PARTNERSHIP
Address: 7125 Columbia Gateway
Columbia, Maryland 21046
2. Name of Secured Party: SIGNET BANK/MARYLAND
Address: P. O. Box 1077
Baltimore, Maryland 21203
Attn: George F. Oliver
3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated July 30, 1986 from Lee Highway Associates, Inc. to Randolph A. Sutliff and Jesse B. Wilson, III, Trustees (the Deed of Trust), all property being located in Fairfax County, Virginia, said property being more particularly described in Exhibit A attached hereto and made a part hereof, the obligations under said Deed of Trust having been assumed by the Debtor and said Deed of Trust having been modified pursuant to a First Modification to Deed of Trust dated January 21, 1988 between the Debtor, the Secured Party and the Trustees.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

RECORD FEE 21.00
POSTAGE .50
#148910 0040 R03 711:12
07/19/89

TEW

21.00
50

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

4. Proceeds and products of all collateral are covered.

5. Not subject to recordation tax.

Debtor:

Secured Party:

LEE HIGHWAY LIMITED PARTNERSHIP

SIGNET BANK/MARYLAND

By: Cary A. Luskin
Cary A. Luskin
General Partner

By: Lynn S. Harrison
Lynn S. Harrison
Real Estate Finance Officer

By: Kevin E. Luskin
Kevin E. Luskin
General Partner

STATE OF MARYLAND, County OF Anne Arundel, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of Sept, 1987, before me, the undersigned Notary Public of said State, personally appeared Cary A. Luskin, who acknowledged himself to be a General Partner of Lee Highway Limited Partnership, a Maryland limited partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized general partner of said limited partnership by signing the name of the limited partnership by himself as General Partner.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: 7/1/88

STATE OF MARYLAND, County OF Arundel, TO WIT:

I HEREBY CERTIFY, that on this 3rd day of June, 1987, before me, the undersigned Notary Public of said State, personally appeared Kevin E. Luskin, who acknowledged himself to be a General Partner of Lee Highway Limited Partnership, a Maryland limited partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized general partner of said limited partnership by signing the name of the limited partnership by himself as General Partner.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: 7/1/88

STATE OF MARYLAND, County OF Princess Anne, TO WIT:

I HEREBY CERTIFY, that on this 21st day of January, 1987, before me, the undersigned Notary Public of said State, personally appeared Lynn S. Harrison, who acknowledged herself to be a Real Estate Finance Officer of Signet Bank/Maryland, a Maryland banking corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained as the duly authorized Real Estate Finance Officer of said Bank by signing the name of the Bank by herself as Real Estate Finance Officer

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: 7/1/90

PROPERTY DESCRIPTION

ALL those tracts or parcels of land located in Fairfax County, Commonwealth of Virginia, and more particularly described as follows:

PARCEL A

Beginning at an iron pipe in the easterly line of a 50' right of way (Cedar Street extended) said pipe marking a corner between a parcel of land formerly owned by Rust and the land herein described and lying N 01 degrees 02' 00" E. 124.85' from the intersection of the easterly line of said right of way with the northerly line of Park Road; thence from the point of beginning and running with the easterly line of the 50' right of way (Cedar Street extended) N 01 degrees 02' 00" E. 217.50' to an iron pipe in the southerly line of Route 29-211 (50' south of the centerline thereof thence running with the southerly line of Routes 29-211 (50' south of the centerline thereof N 80 degrees 55' 28" E. 188.61'; thence departing the southerly line of Routes 29-211 and running through the land of Albert R. Sherwood S. 05 degrees 34' 30" W. 246.83' to an iron pipe at the northeasterly corner of a parcel of land formerly owned by Rust; thence running with the dividing line between Rust (now or formerly) and the land herein described S 89 degrees 28' 00" W. (passing through an iron pipe at 165.62') a total distance of 166.20' to the point and place of beginning and containing 40,587 square feet of land, more or less.

Parcel B

Beginning at an iron pipe in the westerly line of Fern Street said pipe marking a corner between Lot 9, Section 4, WESTMORE and the land herein described; thence departing Fern Street and running with the dividing line between Section 4, WESTMORE and the land herein described S 89 degrees 31' 00" W. 144.77' to an iron pipe in the easterly line of a parcel of land formerly belonging to Rust; thence with Rust easterly line N. 5 degrees 35' 00" E. 4.96' to an iron pipe at the northeast corner of the parcel formerly belonging to Rust; thence running through the land of Sherwood N. 05 degrees 34' 30" E. 246.83' to the southerly side

BOOK 529 PAGE 510

of Routes 29-211; thence running with the southerly line of Routes 29-211 (50' south of the centerline thereof) N. 80 degrees 55' 28" E. (passing through a Virginia Department of Highways Monument) 119.32' thence departing the southerly line of Routes 29-211 and running with a curve to the right of radius 20.0' to an arc distance of 2.92' (chord bearing S 4 degrees 40' 19" E.) to a point in the westerly line of Fern Street (unimproved); thence running with the westerly line of Fern Street S. 0 degrees 29' 00" E. 265.30' to the point and place of beginning and containing 33.975 square feet of land, more or less.

AND BEING the same property acquired by Opel Holding Company, Inc., by deed recorded in Deed Book 5433 at Page 1539 among the land records of Fairfax County, Virginia.

BEING the same property shown on a survey entitled "Boundary Survey of the Property of Opel Holding Company, Inc., City of Fairfax" dated July 24, 1986 and prepared by Dewberry & Davis.

GC87

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE,
ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to you for filing after the following subsequent to the Uniform Commercial Code.

1. CREDITOR (LAST NAME, FIRST ADDRESS ETC.)

Sturrell, William D. Jr.
6893 Old Solomon's Rd.
Friendship MD 20758

2. SECURED PARTY(IES) (THE ADDRESS(ES))

Ford motor credit co.
1133 Oldhickory Dr.
Mechanicsville VA 23111

FOR FILING, SEE TOP OF PAGE, FRONT, BACK AND INSIDE OF COVER

3. This statement refers to original Financing Statement No. 262798 dated 7-18-86

A. Termination ()

The original financing statement between the creditor and Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ()

From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ()

The Secured Party certifies that the Secured Party has assigned to the assignee whose name and address is shown below Secured Party's rights under the financing statement bearing the file number shown above in the following property:

D. Termination (X)

The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

262798 BOOK 500
P9145

4. This transaction is exempt from the Recording Tax.

Filed with ANNIE ARUNDEL CO.

Ford motor credit

(NAME OF SECURED PARTY)

Dated: 6-23-1988

By: B. Davis

FORM 228-M (MAY 1988) MARYLAND ONLY

RECORD FEE 10.00
POSTAGE .50
H148P20 C040 R03 111:14
07/19/88

10.00
50

D-2
9.99.18

To Be Recorded in ____

Not Subject To

Recordation Tax

FINANCING STATEMENT

OF ANNE ARUNDEL COUNTY

The appropriate amount of documentary stamps are affixed to a certain Indemnity Deed of Trust and Security Agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security for the same indebtedness.

INDEMNITY
FINANCING STATEMENT

This Financing Statement dated July 15, 1988, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor:

Address:

Airport Square XX Company,
a Maryland general
partnership

P.O. Box 8691
Baltimore-Washington
International Airport
Baltimore, Maryland 21240

RECORD FEE 30.00
POSTAGE .50
APPROVED 7/23/88 11:24
7/19/88

1234

3030

2. Secured Party:

Aetna Life Insurance
Company, a Connecticut
corporation

CityPlace
Hartford, Connecticut 06156
Attn: Aetna Realty
Investors, Inc.

3. This Financing Statement Covers:

All property listed on Exhibit B attached hereto and
incorporated herein.

4. Proceeds of collateral are covered hereunder.

5. The aforesaid items are included as security under an
Indemnity Deed of Trust and Security Agreement given by Debtor to
David E. Belcher and Patrick M. Shelley, Trustees, and recorded
or intended to be recorded among the Land Records of Anne Arundel
County, Maryland, securing a Guaranty of Payment by Debtor to
Aetna Life Insurance Company.

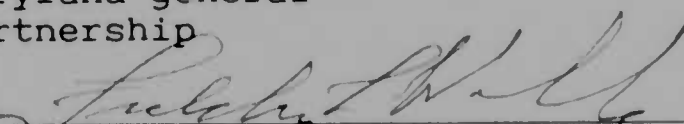
6. The real estate consists of certain parcels of land
containing 6.695 \pm acres and the improvements thereon known as
1199 Winterson Road, in the Fifth Election District of Anne

529-514

Arundel County, Maryland, and more particularly described in
Exhibit A attached hereto.

Debtor: Airport Square XX Company,
a Maryland general
partnership

By:


Fielding L. Wilson, Jr.,
General Partner

To The Filing Officer: After this statement has been recorded,
please mail the same to ~~Semmes,~~
~~Bowen & Semmes, 250 West Pr~~ ~~d 21201.~~



COMMONWEALTH
LAND TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

Suite 1524 The World Trade Center, Baltimore, MD 21202-3041

1930/6-2

Being known and designated as Lot 8A as shown on the Plat of Lot 8-A and 8-B Resubdivision of Plat 2 of Section 2, Lot 8, **AIRPORT SQUARE TECHNOLOGY PARK**, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 108, page 29.

Together With the use in common with others of the 40' private access easement as shown on said Plat.

9.99.23

EXHIBIT B

The Collateral consists of:

All Debtor's properties described in the paragraphs next following situated at and/or a part of and/or pertaining to the real property described in Exhibit A (hereinafter called "real property")

(1) All leases and rents, income and profits due and becoming due, including, without limitation, all cash, security deposits, advance deposits, advance rentals and deposits or payments of a similar nature, from the hereinafter described real property.

(2) All tangible personal property now or at any time hereafter located on or at the hereinafter described real property or any part thereof, or used in connection therewith, whether now owned or leased or hereafter acquired, including, but not limited to: all building materials, goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects,

529 517

removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers, and other lighting fixtures and office maintenance and other supplies, and any and all renewals and replacements thereof and any substitutions for, or additions to, the same.

(3) All the estate, right, title and interest of Debtor in an to all leases or subleases covering the real property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Debtor thereunder, including, without limitation, all cash or security deposits, advance rentals and deposits of payments of similar nature.

(4) The interest of Debtor in any and all (i) proceeds of insurance now or hereafter in effect with respect to the here-

inafter described real property or any other property described in the Deed of Trust (hereinafter defined), and (ii) awards with respect to the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the hereinafter described real property or any other property described in the Deed of Trust, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

273825

BOOK 529 PAGE 519

D-2
9.98.13

To Be Recorded in _____

Financing Records of
Anne Arundel County

Not Subject To
Recordation Tax

The appropriate amount of documentary stamps are affixed to a certain Indemnity Deed of Trust and Security Agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security for the same indebtedness.

INDEMNITY
FINANCING STATEMENT

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1. Debtor:

Address:

Airport Square XIX Company,
a Maryland general
partnership

P.O. Box 8691
Baltimore-Washington
International Airport
Baltimore, Maryland 21240

RECORD FEE 30.00
POSTAGE .50
RECEIVED 1237 102 711:48
07/19/88

LEVU

30-30

SEE Pg 12

2. Secured Party:

Aetna Life Insurance
Company, a Connecticut
corporation

CityPlace
Hartford, Connecticut 06156
Attn: Aetna Realty
Investors, Inc.

3. This Financing Statement Covers:

All property listed on Exhibit B attached hereto and
incorporated herein.

4. Proceeds of collateral are covered hereunder.

5. The aforesaid items are included as security under an
Indemnity Deed of Trust and Security Agreement given by Debtor to
David E. Belcher and Patrick M. Shelley, Trustees, and recorded
or intended to be recorded among the Land Records of Anne Arundel
County, Maryland, securing a Guaranty of Payment by Debtor to
Aetna Life Insurance Company.

6. The real estate consists of certain parcels of land
containing 4.6641 \pm acres and the improvements thereon known as
1099 Winterson Road, in the Fifth Election District of Anne

529 521

Arundel County, Maryland, and more particularly described in
Exhibit A attached hereto.

Debtor: Airport Square XIX Company,
a Maryland general
partnership

By: Fielding L. Wilson, Jr.
Fielding L. Wilson, Jr.,
General Partner

To The Filing Officer: After this statement has been recorded,
please mail the same to Semmes,
Bowen & Semmes, 250 West Pr d 21201.



COMMONWEALTH
LAND TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

Suite 1524, The World Trade Center, Baltimore, MD 21202-3041

EXHIBIT A

520 522

Being known and designated as Lot 3R as shown on the Plat of the Resubdivision of Lots 1 and 3 of Part of Resubdivision Plat 2 of Section 1, **AIRPORT SQUARE TECHNOLOGY PARK**, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 110, folio 26.

9.98.25

EXHIBIT B

The Collateral consists of:

All Debtor's properties described in the paragraphs next following situated at and/or a part of and/or pertaining to the real property described in Exhibit A (hereinafter called "real property")

(1) All leases and rents, income and profits due and becoming due, including, without limitation, all cash, security deposits, advance deposits, advance rentals and deposits or payments of a similar nature, from the hereinafter described real property.

(2) All tangible personal property now or at any time hereafter located on or at the hereinafter described real property or any part thereof, or used in connection therewith, whether now owned or leased or hereafter acquired, including, but not limited to: all building materials, goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects,

removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers, and other lighting fixtures and office maintenance and other supplies, and any and all renewals and replacements thereof and any substitutions for, or additions to, the same.

(3) All the estate, right, title and interest of Debtor in an to all leases or subleases covering the real property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Debtor thereunder, including, without limitation, all cash or security deposits, advance rentals and deposits of payments of similar nature.

(4) The interest of Debtor in any and all (i) proceeds of insurance now or hereafter in effect with respect to the here-

inafter described real property or any other property described in the Deed of Trust (hereinafter defined), and (ii) awards with respect to the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the hereinafter described real property or any other property described in the Deed of Trust, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$58.000

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 7-18-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Michael Shea Cabinetmaker

Address 1934-C Lincoln Dr., Annapolis, MD 21401

2. SECURED PARTY

Name Farmers National Bank of Maryland

Address 5 Church Circle

Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 1403 Holz-Her Semi-Automatic Edge Bander, 1 1626 Holz-Her Universal Drill,
1 1627.1 Holz-Her Line Drill, 1 1530 Holz-Her Semi-Automatic Case Clamp.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☒ (Proceeds of collateral are also covered)

- ☐ (Products of collateral are also covered)

RECORD FEE 11.00

RECORD TAX 406.00

POSTAGE .50

#313600 C345 R01 T14:05

07/19/88

(Signature of Debtor)

Michael Shea Cabinetmaker

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

William A. Walker II

Vice President

Type or Print Above Signature on Above Line

11-
406-
52

273327

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don't indicate amount of taxable debt here. \$ N/AIf this statement is to be recorded
in land records check here. ☐This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Powerscreen Equipment Rentals, Inc.

Address 1223 Dorsey Road Glen Burnie, MD 21061

2. SECURED PARTY

Name Stursa Equipment Company, Inc.

Address 1103 Dorsey Road Glen Burnie, MD 21061

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

First Interstate Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real
estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to
be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Powerscreen Equipment Rentals, Inc.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

Patrick White

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Patrick White, Ass't Sec.

RECORD FEE 11.00
POSTAGE .50
#148950 0040 R03 111:20
07/19/83

11.00
50

CONDITIONAL SALE CONTRACT NOTE

TO: Stursa Equipment Company, Inc.

FROM: Powerscreen Equipment Rentals, Inc.

1103 Dorsey Road Glen Burnie, MD 21061

1223 Dorsey Road Glen Burnie, MD 21061

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) Mark II Powerscreen S/N
2722878

Two (2) Powerscreen M60 Conveyors
S/N's 2435398 and 2436199

(1) TIME SALES PRICE \$ 84,465.84

(2) Less DOWN PAYMENT IN CASH \$ -0-

(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-

(4) CONTRACT PRICE (Time Balance) \$ 84,465.84

The property purchased shall remain personalty and not become part of any
realty and shall be located and kept for use at: 1223 Dorsey Road

Glen Burnie, MD 21061

Record Owner of Real Estate: _____

Wherever the name Credit Alliance Corporation
appears herein, it shall be read as First
Interstate Credit Alliance, Inc.

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Eighty four thousand four hundred sixty five and 84/100*****

***** Dollars (\$ 84,465.84)

being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the _____ day of _____, 19 _____, and continuing on the same date each month thereafter until paid; the first 23 installments each being in the amount of \$ 3,519.41 and the final installment being in the amount of \$ 3,519.41

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property; nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: July 13 19 88Accepted Stursa Equipment Company, Inc. (SEAL)

Powerscreen Equipment Rentals, Inc. (SEAL)

By: [Signature]By: [Signature]

Co-Buyer-Maker:

(SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By: _____

This instrument prepared by _____

CAL 2XD(1-75)

(See Instructions on Reverse Side of Last Page)

© 1975 CREDIT ALLIANCE CORPORATION

2

ORIGINAL FOR FILING-NON-NEGOTIABLE

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisalment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (Guarantor-Endorser)	(L.S.)	_____ (Guarantor-Endorser)	(L.S.)
_____ (Guarantor-Endorser)	(L.S.)	_____ (Guarantor-Endorser)	(L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____

(Witness)

(Corporate, Partnership or Trade Name or Individual Signature)

By: _____
(Signature: Title of Officer, "Partner" or "Proprietor")

} Signature
of
Seller

ASSIGNMENT

BOOK 529 PAGE 530

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 13, 1988 between Stursa Equipment Company, Inc. as Seller/Lessor/Mortgagee and Powerscreen Equipment Rentals, Inc. 1223 Dorsey Road Glen Burnie, MD 21061 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract, and (2) the unpaid balance of the contract assigned hereby is \$ 1374 day of July, 19 88.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 13th day of July, 19 88. Stursa Equipment Company, Inc. (Seal)

(Seller/Lessor/Mortgagee)

By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICA L-5A

**PURCHASE MONEY
FINANCING STATEMENT**

273828

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code.

1. Name and Address of Debtor:

Diversified Leasing, Inc.
133 Defense Highway
Suite 207
Annapolis, MD 21401

2. Name and Address of Secured Party:

Chasen's Business Interiors, Inc.
2924 W. Marshall Street
Richmond, Virginia 23230

3. This financing statement covers the following types (or items) of property:

Office furniture as describe within the enclosed proposal dtd
February 9, 1988

RECORD FEE 43.00
POSTAGE .50
#313300 C345 R01 T13:22
07/19/88

Proceeds and products of the above collateral and any returned or repossessed goods are also covered.

4. Signature of Debtor:

[Signature]
BY: Diversified Leasing, Inc.
Title: J.P.

5. Signature of Secured Party:

CHASEN'S BUSINESS INTERIORS, INC.
BY: [Signature]
Title: Pres. Int

6. For filing Officer:

NO.: _____

Filed: _____

_____ o'clock _____ M.

45-50

FEB 22 1988

BOOK 529 PAGE 532

**PURCHASE MONEY
SECURITY AGREEMENT**

Agreement made February 9, 19 88 between
CHASEN'S BUSINESS INTERIORS, INC. of 2924 W. Marshall Street, Richmond, Virginia 23230,
herein referred to as seller, and Diversified Leasing, Inc.
of 133 Defense Highway, Suite 207, Annapolis, MD herein referred to
as buyer. 21401

Seller hereby sells and buyer hereby purchases the following described personal property on the terms set forth herein. Seller retains title to and ownership of and a security interest in such property until the entire contract balance has been paid in full and all covenants and agreements herein have been performed, at which time title and ownership shall transfer to and vest in buyer.

DESCRIPTION OF PROPERTY (COLLATERAL):

As attached

ADDITIONAL TERMS AND CONDITIONS:

- 1) Seller hereby agrees to release buyer and hold buyer harmless for performance under any provision of this contract should Horizon Data Corporation, Lessee, fail to sign a valid acceptance certificate for the furniture or equipment described on the enclosed proposal.

Rob A

TERMS OF SALE: Net 30 days upon receipt of invoice

CASH PRICE	(Including any sales tax and freight charges and financing statement recordation fees)	\$ <u>31,384.75</u>
LESS DOWN PAYMENT		\$
CONTRACT BALANCE		\$ <u>31,384.75</u>

Buyer promises to pay the entire contract balance within thirty (30) days of delivery of "described property". After thirty (30) days, any unpaid balance shall begin to accrue interest at the rate of one and one-half (1½%) percent per month until paid in full.

Seller may initiate an action for collection at any time after such thirty (30) day period or may repossess the "described property". In either event, buyer agrees to pay all costs of collection or repossession and resale, including, but not limited to reasonable attorney fees, court costs, moving and storage, advertising, and auctioneer's fee, if sold at public auction. In the event of repossession, seller may resell at private or public sale, in its own discretion.

OTHER TERMS AND CONDITIONS

1. Protection of collateral. Buyer shall not remove the described personal property from the business address of buyer indicated above. Buyer shall not sell, remove, secrete, encumber, or otherwise dispose of any interest buyer may have in such described personal property.

2. **Inspection of collateral.** Buyer irrevocably grants to seller or its assigns, agents, or employees the right to enter at any time, with or without notice and without force, any premises where the described personal property may be located to examine or take possession of such property. Buyer expressly waives any right of action that may accrue by reason of such entry or taking of possession of such property.

3. **Waiver of defenses as against assignee.** Buyer shall not assert against any assignee of seller any claim or defense that buyer may have against seller.

4. **Default.** In the event that buyer defaults in payment or in the performance of any condition of this Agreement, the remaining unpaid contract balance shall, at the option of seller or its assigns, become immediately due and payable, or, if seller or its assigns shall feel insecure, seller or its assigns may take immediate and exclusive possession of the described personal property. Seller or its assigns shall have all additional rights and remedies accorded a secured party on default by Virginia Code Sections 8.9-501 through 8.9-507, or as amended.

5. **Entire agreement.** All warranties, representations, and promises made by seller or buyer are included herein, and this contract contains the entire agreement of the parties.

6. **Construction.** This Agreement shall be construed according to the laws of the State of Virginia.

7. **Venue.** The parties agree that exclusive venue for any action hereunder shall lie in the Courts of the City of Richmond, State of Virginia.

8. **Receipt of copy.** Buyer acknowledges receipt of a copy of this Agreement.

IN WITNESS whereof, the parties have executed this Agreement the day and year first above written.

CHASEN'S BUSINESS INTERIORS, INC.

BY:

[Signature]
 Title
 Diversified Leasing, Inc.

Buyer

Guarantor

Guarantor

Chasen's Business Interiors

RICHMOND OFFICE — 2924 WEST MARSHALL STREET RICHMOND, VA 23230-4891
PHONE 804-355-1768
NORFOLK OFFICE — 5365 ROBIN HOOD ROAD, SUITE B
NORFOLK COMMERCIAL BUSINESS CENTER
NORFOLK, VA 23513, PHONE 804-857-1357
NORTHERN VIRGINIA — 901 N. PITT STREET, ALEXANDRIA, VA 22314
PHONE 703-684-1161

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QUOTE CUS NO
R01297 H00667

SALESREP INFORMATION
P/B FILE BARNES

5 DIVERSIFIED LEASING INC.
1350 BELLEVILLE HIGHWAY
L SUITE 207
D ARLINGTON, MD 21911
ATTN

5 HORIZON DATA CORPORATION
16630 QUINCY ADAMS DRIVE
1 HERNDON, VA 22071
P
ATTN KAREN SLATTERY

703-4620-4044

LINE VNO NO CUY OFFER DB
0001 13F 9 PR0402

DESCRIPTION
ROUND POST 42"H, NEUTRAL GRAY.

UNIT SELL TOI SELL
19.50 37.50

CUS FROM: 04/15/88

0002 13F 2 PR0402

FINISHED END CAP 42"H, NEUTRAL GRAY.

19.50 39.00

CUS FROM: 04/15/88

0003 13F 3 PR0402

PANEL 24"W X 42"H, FABRIC
FOLIO 64H, NEUTRAL GRAY.

192.00 576.00

CUS FROM: 04/15/88

0004 13F 1 PR0402

PANEL 48"W X 42"H, FABRIC
FOLIO 64H, NEUTRAL GRAY.

271.70 271.70

CUS FROM: 04/15/88

0005 13F 1 PR0402

PANEL CURVED 24"W X 42"H,
FABRIC FOLIO 64H, NEUTRAL GRAY.

281.00 281.00

CUS FROM: 04/15/88

CONTINUED ON THE NEXT PAGE.

CUSTOMER COPY

Chasen's Business Interiors

601 237

601 237

RICHMOND OFFICE - 2924 WEST MARSHALL STREET RICHMOND VA 22230-4891
PHONE 804-355-1768
NORFOLK OFFICE - 5365 ROBINHOOD ROAD SUITE B
NORFOLK COMMERCE BUSINESS CENTER
NORFOLK VA 23513 PHONE 804-857-1357
NORTHERN VIRGINIA - 901 N PITT STREET ALEXANDRIA VA 22314-
PHONE 703-684-1161

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PAGE

02/10/88

FOR FULL INFORMATION

FOR FULL INFORMATION

LINE	QTY	UNIT	DESCRIPTION	UNIT SELL	LOT SELL
013	1	EA	STRIKING FABRIC POST COVER, FABRIC GALLED 1344, NEUTRAL GRAY.	11.00	33.00
014	1	EA	LOUNGER OUTSIDE FABRIC POST COVER, POLYESTER, NEUTRAL GRAY.	11.00	33.00
015	1	EA	FLUOR SUPPLEMENTED PEDESTAL COUN- SILLING OF 2 BOX/1 FILE DRAWER WITH LOCK, COLOR NEUTRAL GRAY.	299.00	299.00
016	1	EA	SYNTHETIC SECRETERIAL WIRELESS CHAIR, FABRIC CAROUSEL BEER WINE.	379.00	379.00
017	1	EA	GUEST ARM CHAIR, FRAME WALNUT ON OAK, FABRIC CAROUSEL COLOR CHART.	235.00	472.00
018	1	EA	RADIUS CUBE ROLLED EDGE SERIES TABLE 24"W X 24"D X 16"H, FINISH RED MAHOGANY #7.	594.00	594.00
019	1	EA	RADIUS 300 SERIES TABLE 48"W X 20"D X 29"H, FINISH RED MAHOGANY #7.	466.00	466.00

CUS FROM: 04/15/88

(CONTINUED ON THE NEXT PAGE.)

CUSTOMER COPY

Chasen's Business Interiors

RICHMOND OFFICE — 2924 WEST MARSHALL STREET RICHMOND, VA 23230-4891
PHONE 804-355-1768
NORFOLK OFFICE — 5365 ROBIN HOOD ROAD, SUITE B
NORFOLK, VA 23513, PHONE 804-857-1357
NORFOLK COMMERCE BUSINESS CENTER
901 N. PITT STREET ALEXANDRIA, VA 22314
PHONE 703-684-1161

500, 529, 537
PAGE

02/10/88

QUOTE CUS NO
A01237 ADV087

PP FULL HARKNES

SALESREP INFORMATION

LINE	VND NO	QTY	CATALOG	DESCRIPTION	UNIT SELL	TOT SELL
019	B10642	1	EN1/3672/CDD	EXECUTIVE DOUBLE FELDSTAL DESK 72" X 36", FINISH MAHOGANY #C10.	890.00	890.00
					CUS FROM: 04/15/88	
020	B10642	1	EN19/PHAXIS	EXECUTIVE CREDENZA 72" X 19", FINISH MAHOGANY #C10.	786.00	786.00
					CUS FROM: 04/15/88	
021	ST0169	1	S02251	EXECUTIVE HIGH BACK SWIVEL 111 ARM CHAIR 39"H X 26"W X 30"D WITH 5 PRONG BLACK BASE, CASTER #5 DUAL WHEEL, COVERED IN LUNESTAR COLOR CARMINE.	430.00	430.00
					CUS FROM: 04/15/88	
022	ST0169	2	S02251	ARM CHAIR 23 1/2"W X 26"D X 31"H, PEBBLED CARMINE COLOR ACQUARIUS, FRAME WALNUT ON OAK.	236.00	472.00
					CUS FROM: 04/15/88	
023	DH0165	1	DH37000	AMBIENCE SERIES EXECUTIVE DOUBLE FELDSTAL DESK 72" X 36" FINISH #30 MAHOGANY.	1325.00	1325.00
					CUS FROM: 04/15/88	
024	DH0165	1	DH37014	AMBIENCE SERIES EXECUTIVE CREDENZA 72" X 19" WITH 2 BOX/ 2 FILE DRAWERS AND BOOKCASE SECTION CENTER, FINISH #30 MAHOGANY ON WALNUT.	1267.00	1267.00
					CUS FROM: 04/15/88	

(CONTINUED ON THE NEXT PAGE)
CUSTOMER COPY

Chasen's Business Interiors

QUOTE CUS NO
401297 1100687

RICHMOND OFFICE — 2924 WEST MARSHALL STREET RICHMOND VA 23230-4891
PHONE 804-355-1768
NORFOLK OFFICE — 5365 ROBIN HOOD ROAD SUITE B
NORFOLK COMMERCE BUSINESS CENTER
NORFOLK VA 23513 PHONE 804-857-1357
NORTHERN VIRGINIA — 901 N PITT STREET ALEXANDRIA VA 22314
PHONE 703-684-1161

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PAGE

DATE / 10 / 88

FOR PRELIMINARY INFORMATION

LINE	YARD NO	QTY	CATALOG	DESCRIPTION	UNIT	SELL	NOT	SELL
025	DATE 165	1	HE348200-00	EMBLEM STILES HOUNSLEE 48" H X 34" W X 15" D WITH 2 ADJUST- TABLE SHELVES, FINISH BROWN MARQUANTRY ON WARDEN.	478.00	478.00		478.00
026	GF	1	65-69800	SYNOPSIS EXECUTIVE CHAIR, FULLY UPHOLSTERED OUTER SHELL WITH ADJUSTABLE HEIGHT, ARMS, LOVESEAT IN MYSTIC COLOR HULLY.	738.00	738.00		738.00
027	COM	2	1174	BULST KING CHAIR, FIBERGLASS COM. NOTE YOU WILL RECEIVE 3.5 yds. of Designer Tex Wood Concept HE343-9000 Swamp.	468.00	856.00		
028	DESIGN-TEX FABR	1	2033-9000	ORDERING 3.5 YDS. OF WOOD CONCEPT HE343-9000 Swamp. Tag for Chasen's #102 -27.	0.00	0.00		0.00
029	ADDITIONAL FROSTING				CUS FROM: 04/15/88			
030	KIMBALL UPHOLSTERED PRODUCT 15 PLANT 80, KIMBALL IND. FRONT KIMBALL FOUR LEVER JASPER, IN 475-00							
031	PH3745	1	7-504000	VARIA CONFERENCE TABLE 96" X 48" WITH CLASSIC WOOD EDGE DETAIL, GINDRE'S GREENITE TOP WOOD FINISH #H83.	2918.00	2918.00		
032	PH3745	1	CL6000-96	VARIA CONFERENCE TABLE, BRUSH FUR 36" X 48" PANEL END DESIGN WITH CLASSIC WOOD DETAILLED BRUSH FINISH #H-05.	0.00	0.00		0.00
033	MULLER FURNITURE				CUS FROM: 04/15/88			

(CONTINUED ON THE NEXT PAGE.)
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Chasen's Business Interiors

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PHONE 804-355-1768
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NORFOLK, VA 23513, PHONE 804-857-1357
NORFOLK COMMERCE BUSINESS CENTER
NORFOLK, VA 23513, PHONE 804-857-1357
NORTHERN VIRGINIA — 901 N. PITT STREET ALEXANDRIA, VA 22314
PHONE 703-684-1161

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PAGE

02/10/88

QUOTE CUS NO
A01297 AD00007

SALESREP INFORMATION
PER FILE FORNERS

LINE	QTY	UNIT	SELL	TOT SELL
031	8	32161	442.00	3536.00
ST. TIMOTHY CHA				
DESCRIPTION				
EXECUTIVE LOW BACK SWIVEL TILT				
ARM CHAIR 34"H X 25"W X 31"D,				
COVERED IN MUSLIN. COLOR HIS-				
DAYNE.				
032	1	CCC-32-E	875.00	875.00
MU5745				
MUELLER FURNITU				
DESCRIPTION				
VARI-A SERIES DOUBLE HINGED				
DOOR CABINET 32 3/4"W X 20"D				
X 29 1/2"H WITH 1 ADJUSTABLE				
SHELF, FINISH A-83.				
033	1	401W	741.00	741.00
EGP720				
ECON-VISUAL, IN				
DESCRIPTION				
BULLNOGE WOOD IDEA VISUAL				
CENTER 48" X 48" WITH PROJEC-				
TION SCREEN, MARKERS AND				
ERASERS, FINISH MRP03ANY.				
034	4	CM4224	524.00	2096.00
GT				
B.F. FURNITURE				
DESCRIPTION				
STATION FREESTANDING CORNER				
WORK UNIT WITH 10 LEDS, 42"W				
X 24"D X 29 1/2"H, MEDIUM BACK				
PANEL, ADJUSTABLE REAR LEGS,				
COLOR NEUTRAL GRAY/GCC.				
035	4	ADRL4120/00	299.00	1196.00
BF				
G.F. FURNITURE				
DESCRIPTION				
STATION DESK HEIGHT RETURN				
LEFT, 40 1/2"W X 24"D X 29				
1/2"H, COLOR NEUTRAL GRAY.				
036	4	ADRR4120/00	299.00	1196.00
BF				
G.F. FURNITURE				
DESCRIPTION				
STATION DESK HEIGHT RETURN				
RIGHT 40 1/2"W X 24"D X 29				
1/2"H, COLOR NEUTRAL GRAY.				
037	4	PKSM-29H	143.00	576.00
BF				
G.F. FURNITURE				
DESCRIPTION				
ADJUSTABLE KEYBOARD MECHANISM				
24"D, NEUTRAL GRAY G.C.				
038	4	PKSM-29H	143.00	576.00
BF				
G.F. FURNITURE				
DESCRIPTION				
ADJUSTABLE KEYBOARD MECHANISM				
24"D, NEUTRAL GRAY G.C.				

CONTINUED ON THE NEXT PAGE

CUSTOMER COPY

Chasen's Business Interiors

RICHMOND OFFICE — 2924 WEST MARSHALL STREET RICHMOND, VA 23230-4891
PHONE 804-355-1768
NORFOLK OFFICE — 5365 ROBIN HOOD ROAD, SUITE B
NORFOLK COMMERCE BUSINESS CENTER
NORFOLK, VA 23513, PHONE 804-857-1357
NORTHERN VIRGINIA — 901 N. PITT STREET ALEXANDRIA, VA 22314
PHONE 703-684-1161

0001E CUS 410
A01E977 FIVE637

800X 529 PAGE 540
SALES/REP INFORMATION
FBI FULL MARKES

PAGE 102/110/88

LINE VND HQ QTY CATALOG
036 GF 4 MISLS
G.F. FURNITURE

DESCRIPTION
KEYBOARD SHELVES 9"D X 22"W,
COLOR NEUTRAL GRAY.

UNIT SELL 29.00
TOT SELL 116.00

CUS FROM: 04/15/88

039 GF 4 PEEK
G.F. FURNITURE

MEDIUM STORAGE PEDESTAL CON-
SISTING OF 2 BOX/1 FILE DRAWER
WITH DESIGNER PULL, CRIBINET
OCL.

209.00 835.00
CUS FROM: 04/15/88

040 GF 4 65-7580
G.F. FURNITURE

SYNTOF PROFESSIONAL SERIES
OFTN ARM CHAIR, SHELL V30
CHARCOAL, FABRIC FANTASIA
2 IN 0634 SEA, AND 2 IN 064K
WINE.

505.00 2024.00
CUS FROM: 04/15/88

041 GF 0 40/4 UP
G.F. FURNITURE

UPHOLSTERED STACK FRAMELESS
CHAIR, POLISHED CHROME FRAME,
FABRIC FANTASIA WINE.

140.00 1120.00
CUS FROM: 04/15/88

042 GF05* 2 366
G.F. SPECIAL DE

365-L-FHFF, QUANTUM SERIES
36"W X 62 7/16"H X 18"D, 5
DRAWER LATERAL FILE WITH LOCK,
COLOR GSC/NEUTRAL GRAY.

599.00 1198.00
CUS FROM: 02/23/88

043 J04260 1 5008VNR
JOHNSON INDUSTIR

42" DIAMETER TABLE WITH
ALUMINUM GRK WOOD EDGE AND
LAMINATE INSET NEVAMAR GLOSS
#S-3-221.

398.00 398.00
CUS FROM: 04/15/88

044 J04350 1 J38-30
JOHNSON INDUSTIR

POLISHED CHROME PEDESTAL BASE.

219.00 219.00
CUS FROM: 04/15/88

(CONTINUED ON THE NEXT PAGE.)

CUSTOMER COPY

**Chasen's
Business
Interiors**

RICHMOND OFFICE — 2924 WEST MARSHALL STREET RICHMOND, VA 23230-4891
PHONE 804-355-1768
NORFOLK OFFICE — 5365 ROBIN HOOD ROAD, SUITE B
NORFOLK COMMERCE BUSINESS CENTER
NORFOLK, VA 23513, PHONE 804-857-1357
NORTHERN VIRGINIA — 901 N. PITT STREET ALEXANDRIA, VA 22314
PHONE 703-684-1161

529 PRE 541 PAGE 02/10/88

QUOTE CUS NO
A01297 ADG687

SALESREP INFORMATION
FIE PAUL BARNES

LINE VND NO QTY CATALOG
045 OF 6037 1 LOT
OFFICE MOVERS

UNIT SELL TOT SELL
750.00 750.00

DESCRIPTION
LABOR TO DELIVER AND INSTALL:
HORIZON DATA CORPORATION
2632 QUINCY ADAMS DRIVE
HERNDON, VA 22071
ATTN: KAREN SLATTERY
703-420-4044

CUS FROM: 04/15/88

TOTAL SELL: 31,384.75
INSTALLATION: 0.00
FREIGHT: 0.00
SALES TAX: 1,378.56

Approved by _____

Date _____

BOOK 529 PAGE 542

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) K & R MOTORS 6000 Ritchie Highway Baltimore, MD 21225	2. Secured Party(ies) and address(es) MAROX LEASING COMPANY 31 Pickburn Court Cockeysville, MD 21030	For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #177240 CTTT R04 T15441 07/19/88
4. This statement refers to original Financing Statement bearing File No. 268953 Filed with Anne Arundel Date Filed August 7 1987		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented:

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: _____
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

10775 STANDARD FORM - FORM UCC-3

BOOK 529 PAGE 543

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT *

Liber No. 445

Page No. 547

Identification No. 241121
(Amending original Financing Statement found at Liber 439, page 511, ID#238788)

1. Debtor(s) { LaPides Limited Partnership (now LaPides Associates Limited Partnership)
Name or Names—Print or Type
P. O. Box 1949 Annapolis MD 21404
Address—Street No., City - County State Zip Code
2. Secured Party { Anne Arundel County, Maryland
Name or Names—Print or Type
Arundel Center, Northwest & Calvert Sts. Annapolis, MD 21401
Address—Street No., City - County State Zip Code

assigned to: Maryland National Bank
10 Light Street
Baltimore, MD 21202

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: see Schedule A, attached</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 1.00
POSTAGE .50
#177210 CTTY R04 115170
07/19/88

RDM

Dated: July 8, 1988

After filing, please return to:
N. Colleen Rose, Esquire
Frank, Bernstein, Conaway & Goldman
300 E. Lombard Street
Baltimore, MD 21202

1050

MARYLAND NATIONAL BANK

By: Maureen S. Konschniu
Title: Vice President
(Assignee)

SCHEDULE A

- 1 Crown Bottle Filler, Model 60/30/12 with sixty Super Flo valves Serial No. FL-60-UB-07-C-HL-8M5
- 1 Jersey Conveyor (installed in conjunction with a Jersey Bottle Rinser (Model 2705H, Serial No. 81129))
- 3 Loading Docks (Dkbrd M6065 Lip Standard Pan 6x6)
- 1 Komatsu Lift Truck (Model FG20S-3), Serial No. 61133
- 1 Komatsu Forklift Trust [sic:Truck] (Model FG205-3), Serial No. 61284
- 1 Komatsu Forklift Trust [sic:Truck] (Model FG205-3), Serial No. 61285

Conveyor Belts

- 1 Bottle Conveyor, Serial No. 13-2461-1
- 1 Dacam Divider, Serial No. 8961
- 1 Hamrick VDL Uncaser, Serial No. 81372
- 1 Jersey Bottle Rinser (Model 2705H), Serial No. 81129
- 1 Potter Ray Field Water Treatment Tank (Model R060FP), Serial No. 4897
- 1 American Stainless Sugar Storage Tank (Model 9,500 ST), Serial No. 706
- 1 Conveyor Traffic Cop (Model 24635P), Serial No. 81825

0733x

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. Names and Address of Debtors:

COMPUDYNE CORPORATION,
QUANTA SYSTEMS CORPORATION,
previously known as
Q. S. CORPORATION
and
COMPUDYNE AIR TRAFFIC CONTROL, INC.
and
DATA CONTROL SYSTEMS, INC.
and
OAR CORPORATION
doing business as
AIR TRAFFIC CONTROL DIVISION COMPUDYNE CORPORATION
and
QUANTA SYSTEMS DIVISION COMPUDYNE CORPORATION
and
EWI DIVISION COMPUDYNE CORPORATION
and
OAR, INC.
and
OCEAN APPLIED RESEARCH CORPORATION

COMPUDYNE, INC.,
previously known as
GENERAL INDICATOR GROUP, INC.,
doing business as
VEGA PRECISION LABORATORIES, INC.
and
GENERAL INDICATOR CORP.
and
VEGA DIVISION COMPUDYNE CORPORATION
and
GENERAL INDICATOR CORPORATION
and
GENERAL INDICATOR DIVISION
and
COMPUDYNE, INC. OF DELAWARE

Suite 306
2024 West Street
Annapolis, Maryland 21401

2. Names and Addresses of Secured Parties:

— THE FIRST NATIONAL BANK OF MARYLAND
18 West Street
Annapolis, Maryland 21401
Attn: Richard J. Shenos
Vice President

MARYLAND NATIONAL BANK
10 Church Circle
Annapolis, MD 21401
Attn: Maureen T. Konschnick
Vice President

RECORD FEE 35.00
POSTAGE .50
#177190 CTTT 604 7/15/87
67/19/85

TEW

CONNECTICUT NATIONAL BANK
777 Main Street
Hartford, CT 06115
Attn: Thomas A. Brugger
Assistant Vice President

3. This Financing Statement covers the following types (or items) of property of the Debtors, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

a. Inventory. All of the inventory of the Debtors, both now owned or hereafter acquired, and as the same may now or hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

b. Contract Rights. All of the contract rights of the Debtors, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

c. Accounts. All of the accounts of the Debtors (including, without limitation, all notes, notes receivable, drafts, acceptances, and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

d. General Intangibles. All of the general intangibles of the Debtors (including, without limitation, all things in action, contractual rights, goodwill, trademarks, and patents), both now owned or hereafter acquired, together with all cash and non-cash proceeds and products thereof.

e. Chattel Paper. All of the chattel paper of the Debtors both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given rise to chattel paper, and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by the Debtors which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of the Debtors, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

f. Equipment and Fixtures. All of the equipment and fixtures of the Debtors, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof; including, without limitation, all of the machinery, apparatus, equipment, office furniture, furnishings, appliances,

and other goods, chattels and personal property of every kind and nature whatsoever, now or hereafter located on, or attached to, the business premises of the Debtors located at (i) Suite 306, 2024 West Street, Annapolis, Maryland 21401 (record owner: CompuDyne Corporation), (ii) 1455 Research Boulevard, Rockville, Maryland 20850 (record owner: Quanta Systems Corporation), and (iii) 61 Thomas Johnson Drive, Frederick, Maryland 21701 (record owner: CompuDyne Corp. of Maryland, successor by merger to Advanced Navigation, Inc.); excluding any and all equipment now owned by the division of the Debtors trading under the assumed name of General Indicator Corporation.

4. Proceeds and products of the collateral are also covered.

5. The Debtors certify that a portion of the underlying secured transaction is subject to a recordation tax in the amount indicated on the certification attached hereto as "Exhibit A" and made a part hereof; the same having been paid to the Circuit Court for Anne Arundel County, the Circuit Court for Frederick County, and the Circuit Court for Montgomery County, as indicated on the attached certification.

Debtors:

COMPUDYNE CORPORATION

By: David W. Stevens (SEAL)
David W. Stevens
President

QUANTA SYSTEMS CORPORATION

By: David W. Stevens (SEAL)
David W. Stevens
President

COMPUDYNE, INC.

By: David W. Stevens (SEAL)
David W. Stevens
President

DATED: June 15, 1988

TO BE RECORDED AMONG: ☒ Financing Statement Records of Anne Arundel County, Maryland
☐ Land Records of Anne Arundel County, Maryland

Clerk, please return to: Shaun F. Carrick, Esquire
Miles & Stockbridge
Suite 800
10 Light Street
Baltimore, Maryland 21202

Exhibit A

CERTIFICATION AS TO ALLOWANCES FOR
MARYLAND DOCUMENTARY STAMPS

To: THE CLERK OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY,
THE CLERK OF THE CIRCUIT COURT FOR FREDERICK COUNTY, and
THE CLERK OF THE CIRCUIT COURT FOR MONTGOMERY COUNTY

With respect to indebtedness in the amount of \$20,000,000.00 to The First National Bank of Maryland of CompuDyne Corporation, the Undersigned hereby certifies that (a) the portion of the collateral for the indebtedness (the "Collateral") that is inventory exempt from recordation tax has been valued at \$30,530,342.00 for the purposes of the indebtedness, (b) the portion of the Collateral that is real estate exempt from recordation tax and situated in Frederick County, Maryland, encumbered by an indemnity deed of trust has been valued at \$2,000,000.00, (c) the portion of the Collateral that is real estate exempt from recordation tax and situated in Fairfax County, Virginia, encumbered by an indemnity deed of trust has been valued at \$11,000,000.00, (d) the portion of the Collateral that is equipment subject to recordation tax has been valued at \$5,238,405.00 for the purposes of the indebtedness, (e) the portion of equipment subject to recordation tax that is situated in Anne Arundel County, Maryland, has been valued at \$50,000.00, (f) the portion of the equipment subject to recordation tax that is situated in Frederick County, Maryland, has been valued at \$2,072,388.00, (g) the portion of the equipment subject to recordation tax that is situated in Montgomery County, Maryland, has been valued at \$3,116,017.00, and (h) the value of each portion of the Collateral and the percentage and amount of indebtedness (for which stamps are to be affixed) attributable to each such portion of the Collateral is as follows:

Types of Collateral	Value ¹	Percentage of Consideration ²	Amount of Consideration ³	Recordation ⁴ Tax
Inventory exempt from recordation tax	\$30,530,342	62.63%	\$12,526,000	\$ 0.00
Real Estate exempt from recordation tax	\$13,000,000	26.65%	\$ 5,330,000	\$ 0.00
Equipment in Anne Arundel County	\$ 50,000	0.10%	\$ 20,000	\$ 140.00

Types of Collateral	Value ¹	Percentage of Consideration ²	Amount of Consideration ³	Recordation ⁴ Tax
exempt from recordation tax				
Equipment in Frederick County exempt from recorda- tion tax	\$ 2,072,388	4.24%	\$ 848,000	\$ 5,596.80
Equipment in Montgomery County exempt from recorda- tion tax	\$ 3,116,017	6.38%	\$ 1,276,000	\$ 5,614.40
TOTAL	\$48,768,747	100.00%	\$20,000,000	\$11,351.20

¹Available Equity based on Fair Market Value

²Calculated on the basis of the following formula:

Value of inventory or value of equipment divided by
sum of value of inventory and value of equipment

³Calculated on the basis of the following formula:

Percentage of consideration multiplied by amount
of indebtedness

⁴Based upon \$3.50 per \$500.00 of indebtedness - Anne Arundel
County, Maryland
Based upon \$3.30 per \$500.00 of indebtedness - Frederick
County, Maryland
Based upon \$2.20 per \$500.00 of indebtedness - Montgomery
County, Maryland

529 550

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264472

RECORDED IN LIBER 504 FOLIO 395 ON 11/5/86 (DATE)

1. DEBTOR

Name Macy's New Jersey, Inc.

Address 151 West 34th St. New York, NY 10001

2. SECURED PARTY

Name Wilmington Trust Company and William J. Wade, as Trustees

Address Wilmington Trust Company, Rodney Squ. North, Wilmington, DE 19890

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)

Amendment

Debtor's name amended to: Macy's Northeast, Inc. #177110 0777 004 115130

RECORD FEE

10.00

POSTAGE

.50

07/19/88

RUM

52 JAMES ST
ALBANY, N.Y. 12201

02F1376-7823

43

Dated _____

D. F. G. J.
(Signature of Secured Party)
Macy's New Jersey, Inc.

Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269862
RECORDED IN LIBER 518 FOLIO 27 ON 9/23/87 (DATE)

1. DEBTOR

Name Macy's New Jersey, Inc.
Address 151 West 34th St., New York, NY 10001

2. SECURED PARTY

Name Wilmington Trust Company and William J. Wade, as Trustees
Address Wilmington Trust Company, Rodney Sq. North, Wilmington, DE 19890

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)

Amendment

Debtor's name amended to: Macy's Northeast, Inc.

RECORD FEE 10.00
POSTAGE .50
#177120 0777 R04 T15+30
07/19/88

RPM

RETURN ACKNOWLEDGEMENTS
NATIONWIDE INFORMATION
52 JAMES ST
ALBANY, N.Y. 12204

02F1376-7823

(44)

Dated _____

Debi Faint
(Signature of Secured Party)

Type or Print Above Name on Above Line

STATE OF MARYLAND

529 PAGE 552

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 270320

RECORDED IN LIBER 519 FOLIO 228 ON 10/23/87 (DATE)

1. DEBTOR

Name Macy's New Jersey, Inc.
Address 151 West 34th St., New York, NY 10001RECORD FEE 10.00
POSTAGE .50
ALTT 10 CTT 104 115131
01/19/88

2. SECURED PARTY

Name Wilmington Trust Company, and William J. Wade, as Trustees
Address Wilmington Trust Company, Rodney Sq. North, Wilmington, DE 19890

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENTA. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other: ☒
(Indicate whether amendment, termination, etc.)

Amendment

Debtor's name amended to: Macy's Northeast, Inc.RECEIVED
ACKNOWLEDGMENTS
NATIONAL DE INFORMATION
52 JAMES ST
ALBANY, N.Y. 12204

62 F1376-7823

(45)

Dated _____



(Signature of Secured Party)

Type or Print Above Name on Above Line

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLANDFINANCING STATEMENT

DATE: March 4, 1988

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____
Taxable Amount of Debt \$ _____

NAME OF DEBTOR (S): Blumenthal, Wayson, Downs & Offutt Investment Partnership

ADDRESS: 121 Cathedral Street
Annapolis, Maryland 21401NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT
ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF
PROPERTY:A Limited Partnership Unit in the American Beeper
Associates Limited Partnership.RECORD FEE 12.00
POSTAGE .50
#177090 CTTT R04 T15120
07/19/08

DEBTOR(S):

Blumenthal, Wayson, Downs & Offutt
Investment Partnership

(Company Name)

BY: Edward Wayson, Jr.

Edward Wayson, Jr., General Partner

BY: _____

BY: _____

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: John M. Crook
(Authorized Signature)
John M. Crook
Senior Vice President
(Type Name and Title)(NOTE: Type name under each
signature and if company,
type name of company and
name and title of authorized
signer.)

1750

11.50

☐ TO BE
☒ NOT TO BE

800 529 554

RECORDED IN
LAND RECORDS

☐ SUBJECT TO
☒ NOT SUBJECT TO

88-978
A.D.

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$

FINANCING STATEMENT

273836

1. Debtor(s):

Quality Services

Name or Names—Print or Type
75 A Mayo Road, Edgewater, MD 21037

Address—Street No., City - County State Zip Code

2. Secured Party:

HARBOR LEASING ASSOC. *H*

Name or Names—Print or Type
701 Cathedral Street, Baltimore, Maryland 21201

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

(1) Sharp SS-9500 copier
(1) Sharp SS-451 20 bin sorter

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☒ are ☐ are not covered.
7. Products of collateral ☒ are ☐ are not covered.

DEBTOR(S)

Richard A. Meade

(Signature of Debtor)

Richard Meade, Pres.

Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY

Harbor Leasing Associates *H*

(Company, if applicable)

Mark M. Caplan

(Signature of Secured Party)

Mark M. Caplan, partner

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC., 701 Cathedral Street, Baltimore, Maryland 21201

RECORD FEE 11.00
POSTAGE .30
#178970 6777 604 113410
07/19/82
TEW

1152

11.50

☐ TO BE

☒ NOT TO BE

BOOK 529 PAGE 555
RECORDED IN
LAND RECORDS

☐ SUBJECT TO

☒ NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$

88-97
AA

FINANCING STATEMENT

Netzer Enterprises

1. Debtor (s):

Name or Names—Print or Type
860 Swift Road, Pasadena, MD 21122
Address—Street No., City - County State Zip Code

Name or Names—Print or Type
Address—Street No., City - County State Zip Code

2. Secured Party:

HARBOR LEASING ASSOC. II
Name or Names—Print or Type
701 Cathedral Street, Baltimore, Maryland 21201
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Kubota tractor model L2850 DT with BF500 Front end loader;
Bowie hydro seeder

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

RECORD FEE 11.50
POSTAGE .50
#176960 CTTT RG 11541
07/19/88

TEW

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☒ are ☐ are not covered.

DEBTOR(S)

SECURED PARTY

Daniel Netzer, Owner
(Signature of Debtor)

Daniel Netzer, Owner

Type or Print

(Signature of Debtor)

Type or Print

Harbor Leasing Associates II
(Company, if applicable)

Mark M. Caplan, partner
(Signature of Secured Party)

Mark M. Caplan, partner

Type or Print (Include title if Company)

To THE FILING OFFICER After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC., 701 Cathedral Street, Baltimore, Maryland 21201

1130

File No. _____
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

Not subject to Recordation Tax.

To Be Recorded in The Land Records
(For Fixtures Only).

XX Subject to Recordation Tax on prin-
cipal amount of \$ 120,000.00

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

Name of DebtorAddress

GEOBASE, INC.

1654 Crofton Blvd.
Suite #17
Crofton, MD 21114

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland 20707

to which this Statement should be delivered after it is recorded and from which addi-
tional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collat-
eral):

SEE ATTACHED SCHEDULE A

4. The collateral property is affixed or to be affixed to or is to be crops on the follow-
ing real estate: (Describe - include house number and street or block reference where
applicable).

RECORD FEE 11.00
RECORD TAX 840.00
POSTAGE .50
#176920 0777 R04 110411
07/12/98
TEW

5. XX Proceeds)
_____ of the collateral are also specifically covered.
Products)

DebtorSecured Party (Assignee)

GEOBASE, INC.

THE CITIZENS NATIONAL BANK

By: 

Wallace Hayward Baker, President

By: 

Patrick G. Nolan
Assistant Vice President

By: _____

Type or print all names and
titles under signatures.

SCHEDULE DESCRIBING COLLATERAL

(This Schedule is to be used to describe the collateral referred to in the SECURITY AGREEMENT executed on the
1st day of July, 1988, by Debtors and is hereby expressly made a part of said SECURITY
AGREEMENT.)

DESCRIPTION OF COLLATERAL

1 LORAIN 25-TON CRANE SERIAL # 31524 AND HYDRAULIC
DRILL SYSTEM COMPLETE WITH ALL PRESENT AND FUTURE
ATTACHMENTS, ACCESSORIES, REPAIRS, REPLACEMENT PARTS
AND THE PROCEEDS THEREOF, SUBJECT, BUT NOT LIMITED
TO THE FOLLOWING ATTACHMENTS:

USED CRANE PURCHASE
ENGINE SURVEYS
CRANE REPAIRS
2 ENGINE REBUILDS
BOOM REPAIRS
INHOUSE REPAIRS
RING & PINION GEARS
45' STEEL MAST
4 HYDRAULIC MOTORS
RADIAL BEARINGS
THRUST BEARINGS
FABRICATE STEEL/ALUM.
4'X12' ALUMINUM PLATE
BALL BEARINGS
PLATE & TUBE MACHINING
ASSEMBLY & TESTING
MACHINE SIDE PLATES
HYDROSTATIC PUMP/CONT.
DRIVE SHAFT TO CRANE
HYDRAULIC TANKS
DRIVE ADAPTOR & PLATE
MAST SHIPPING
HYDRAULIC HOSES
HYDRAULIC COMPONENTS
WINDER SYSTEM
DRILL GUIDE ASSEMBLY

WITNESS: _____ (SEAL)

WITNESS: _____ (SEAL)

ADDRESS: _____ (STREET)

(CITY, COUNTY, AND STATE)

(SEAL)

(CORPORATE DEBTOR SIGN BELOW)

Attest:

GEOBASE, INC.

BY: _____

TITLE

Wallace Hayward Baker, President

(SECRETARY)

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 270328 Dated October 19, 1987
Record Reference Liber 519, Page 270

2. DEBTOR is:

Name: Kenneth C. Sherman, Individually and Sherman Pinsetters, Inc.
(Last Name First)

Address: 725 Delmar Avenue, Glen Burnie, Md. 21061

- 3 SECURED PARTY is:

Name: The Bank of Glen Burnie
Address: 101 Crain Highway, S. E., Glen Burnie, Maryland 21061

RECORDED FILE 10.67
POSTAGE .50
#170890 CTTT R04 T13-07
07/19/88
Payer

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO:

Martin Kleinman, Esquire
712 Court Square Building
Baltimore, MD 21202

SECURED PARTY:

THE BANK OF GLEN BURNIE

Dated July 5, 19 88

By: Barbara J. Elswick
Barbara J. Elswick (Title)
Executive Administrator

10.50

AA County

11.50
280.00 Recordation Tax

529 PAGE 559

**Statement of Continuation, Termination,
Assignment, Amendment or Release Under
Uniform Commercial Code**

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 272205 recorded in Liber 524, Folio 596 on March 29, 1988 (date)

1. DEBTOR(S):

Name(s) Service Contractors, Inc.
Address(es) 8201 Corporate Drive, Suite 600
Landover, Maryland 20785

2. SECURED PARTY:

Name: Equitable Bank, N.A.
Address 100 S. Charles Street
Baltimore, Maryland 21201
ATTN: Commercial Note Department

Person and Address to whom Statement is to be returned if different from above.

RECORD FEE 10.00
RECORD TAX 200.00
POSTAGE .50
B174020 CTTT FOR 11/1/80

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.
4. ☐ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6. ☒ AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
8. The original Financing Statement referenced above is subject to Recordation Tax on additional debt in the amount of \$40,000.00. The Debtor certifies that with the filing of this Amendment, the Recordation Tax on the additional debt has been paid to the Circuit Court for Anne Arundel County, Maryland.

9. DEBTOR:

Service Contractors, Inc.

✓ By: Sylvia J. Zagami
Sylvia J. Zagami, President

SECURED PARTY:

EQUITABLE BANK, National Association

By: Andrew Gibson, Jr.
Andrew Gibson, Jr.
Vice President

(Type Name and Title)

1050
280.50

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

FINANCING STATEMENT

1. ☐ To be recorded in the Land Records.
2. ☒ To be recorded among the Financing Statement Records.
3. ☒ Not subject to Recordation Tax.
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s) Address(es)
 Annapolis Aviation, Inc. P.O. Box 3527
 Annapolis, Maryland 21403

6. Secured Party Address
 Equitable Bank, National Association 100 S. Charles Street
 Attention: Debra Grimm Baltimore, Maryland 21201
 Documentation Assistant

RECORD FEE 11.00
 POSTAGE .50
 #174700 CT77 004 114747
 07/19/08

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☒ A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☒ B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☒ C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☒ E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.

☒ F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. ☐ All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Annapolis Aviation, Inc.

By: George M. Hay, President (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7/82)

EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 3rd FL.
 BALTIMORE, MARYLAND 21201

11.50

SCHEDULE A

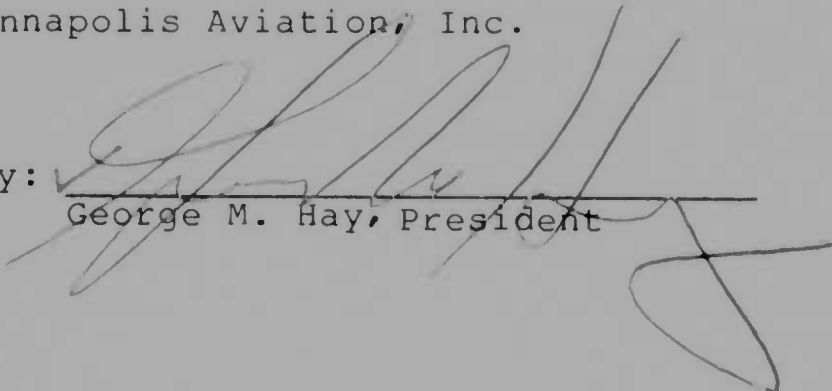
This Schedule A is attached to and made part of a Financing Statement by and between Annapolis Aviation, Inc. (the "Debtor") and Equitable Bank, National Association (the "Secured Party")

G. Other - Description

Rents, leases and charters pertaining to a 1967 Beechcraft King Air Model A-90 airplane, serial number LJ300, Registration Number N70VM.

Annapolis Aviation, Inc.

By:


George M. Hay, President

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~XXXXXX~~ 272532

RECORDED IN LIBER 526 FOLIO 95 ON 4/27/88 (DATE)

1. DEBTOR

Name Elite Total Skin & Body Care
Address 900 Richie Hwy. Suite 101 Severna Park, MD 21146

2. SECURED PARTY

Name Great Northern Funding Corp.
Address 11500 Rockfield Ct. Cincinnati, OH 45241

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒ XXX
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
(Indicate whether amendment, termination, etc.)

Assigned to: First National Bank of Cincinnati
5th & Walnut Sts.
Cincinnati, OH 45202

RECORDED FEB 11 1988
FEE FREE
CLERK OF COURT
NO 803 T12441
11/19/88

RDM

Dated _____

David Sloan
(Signature of Secured Party)
David Sloan, Leasing Manager
Great Northern Funding Corp.
Type or Print Above Name on Above Line

BOOK 529 PAGE 563

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273813

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Owensville Medical Center, Inc.

Address 134 Owensville Rd. West River, MD 20778

2. SECURED PARTY

Name Great Northern Funding Corp.

Address 11500 Rockfield Ct. Cincinnati, OH 45241

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1) Micro Snack II w/base s/n# 510975

Name and address of Assignee

CONDITIONAL SALES CONTRACT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

Maryellen O. Brady

(Signature of Debtor)

Mary Ellen O. Brady, Executive Director
Owensville Medical Center, Inc.

Type or Print Above Signature on Above Line

David Sloan

(Signature of Secured Party)

David Sloan, Leasing Manager
Great Northern Funding Corp.

Type or Print Above Signature on Above Line

500 529 PAGE 564

FINANCING STATEMENT FORM UCC-1

STATE OF MARYLAND

273811

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name A.B. Kelley Corporation
Address 3850 Chaneyville Rd., Owings, MD 20754

2. SECURED PARTY

Name Diversified Leasing, Inc.
Address 133 Defense Hwy., Suite 207
Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) Elmo Transvideo TRV-16 projector, s/n 700789
One (1) Sony VO 5600, s/n 4389.

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

THIS IS LEASED EQUIPMENT. NOT SUBJECT TO RECORDATION TAX.

☒ (Proceeds of collateral are also covered)
☒ (Products of collateral are also covered)

Albert B. Kelley
(Signature of Debtor)

ALBERT B. KELLEY
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

L.L. Summers
Type or Print Above Signature on Above Line

#6471 44 Co.

RECORD FEE 11.00
POSTAGE .50
TOTAL 11.50
JAN 19 1982

TEW

Anne Arundel Co
C-02-05757-8

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273845

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don't indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Pinkard, William R.
Address 7955 Freetown Road Glen Burnie, MD 21061

2. SECURED PARTY

Name DiMarzo & Dellinger Truck Sales, Inc.
Address 1402 Ritchie Marlboro Road Capitol Heights, MD 20743

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:
First Interstate Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- ☒ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)

William R. Pinkard

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

Patrick White
(Signature of Secured Party)

Patrick White, Assist. Operations Mgr.
Type or Print Above Signature on Above Line

RECORD FEE 17.00
POSTAGE .50
4147500 0040 H03 116448
07/17/88
TEW

17.00

CONDITIONAL SALE CONTRACT NOTE

TO: DiMarzo & Dellinger Truck Sales, Inc. FROM: William R. Pinkard
(Seller) (Buyer)
1402 Ritchie Marlboro Road Capitol Heights, MD 20743 7955 Freetown Road Glen Burnie, MD 21061
(Address of Seller) (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) 1988 Summit Model AD34 Dump Trailer, S/N 15RAD3433JC006967

(1) TIME SALES PRICE \$ 50,879.20

(2) Less DOWN PAYMENT IN CASH \$ 4,768.00

(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-

(4) CONTRACT PRICE (Time Balance) \$ 46,111.20

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 7955 Freetown Road

Glen Burnie, MD 21061

Record Owner of Real Estate: _____

*Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc.

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Forty six thousand one hundred eleven and 20/100 ***** Dollars (\$ 46,111.20)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 12th day of August, 19 88, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 960.65 and the final installment being in the amount of \$ 960.65

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: July 8, 19 88

Accepted DiMarzo & Dellinger Truck Sales, Inc. (SEAL)
(Print Name of Seller Here)

By: Bernard DiMarzo Pres.

Bernard DiMarzo Pres.
(Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

William R. Pinkard (SEAL)
(Print Name of Buyer-Maker Here)

By: William R. Pinkard Jr.

Co-Buyer-Maker: William R. Pinkard (SEAL)
(Print Name of Co-Buyer-Maker Here)

By: _____

This instrument prepared by _____

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TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.)	_____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)
_____ (L.S.)	_____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements thereon contained are incorporated herein by reference and are deemed repeated by Seller as as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____	_____ (SEAL)	} Signature of Seller
	(Corporate, Partnership or Trade Name or Individual Signature)	
By: _____	(Signature: Title of Officer, "Partner" or "Proprietor")	
_____ (Witness)		

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 8, 1988,

between DiMarzo & Dellinger Truck Sales, Inc., as Seller/Lessor/Mortgagee,

and William R. Pinkard 7955 Freetown Road Glen Burnie, MD 21061
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease to or mortgage of the Property by Obligor in the ordinary course of business and is the only agreement with respect thereto; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured (and will continue to be so) and we will fulfill our obligations to Obligor with respect to same; and there is still unpaid and owing thereon the sum total of the unmatrued installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. If any of our representations are or become untrue, we will immediately pay to FICAI the then unpaid balance outstanding under the contract without requiring FICAI to proceed against any person or property. **In consideration of FICAI accepting this assignment, we hereby designate and appoint Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as our true and lawful attorney-in-fact and agent for us and in our name, place and stead, to accept service of any process within the State of New York, FICAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected.** FICAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to FICAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in FICAI's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that FICAI shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon FICAI's request, pay to FICAI, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by FICAI in accordance with FICAI's usual procedures and will be such amount as will enable FICAI to receive, with respect to the contract, such rate of return as FICAI would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto FICAI any interest that we may have in the Property and/or any monies that FICAI may be holding for our account. Upon our execution hereof, we shall have no authority without FICAI's prior written consent to accept collections and/or repossess and/or consent to the return of the Property and/or modify the terms of the contract. **We agree to the exclusive venue and jurisdiction only of courts having situs within the State and County of New York for all actions, proceedings, claims, counterclaims and crossclaims relating to the contract and this Assignment.**

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned

hereby is \$ 46,111.20

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 8th day of July 8, 1988

DiMarzo & Dellinger Truck Sales, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By Stuart B. Glover, Esq.

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICA-L-5-RI

Statement of Continuation, Termination,
Assignment, Amendment or Release Under
Uniform Commercial Code

BOOK 529 PAGE 569

This Statement is presented to a Filing Officer for filing pursuant to Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number _____ recorded in Liber 496, Folio 86 on March 20, 1986 (date)

1. DEBTOR(S):

Name(s): Bay Chiropractic and Richard C. Fidanze and Paul H. Goszkowski
Address(es): 1409 Forest Drive, Annapolis, MD 21403

2. SECURED PARTY:

Name: First Federal Savings & Loan Association of Annapolis
Address: 1832 George Avenue, Annapolis, MD 21401

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. () CONTINUATION. The original Financing Statement referred to above is still effective.
4. () TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. () ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6. ☒ AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. () RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Add inventory, accounts receivable, and Furniture to security.
Add additional debtor of Fidanza & Goszkowski, Inc.

RECORD FEE 10.00
POSTAGE .50
MAY 1986 0040 H03 72 13
1986
CK

9. DEBTOR: Bay Chiropractic

SECURED PARTY:

BY: Richard Fidanza, DC, General Partner
BY: Paul Goszkowski, DC, General Partner
BY: Richard Fidanza, Individually
BY: Paul Goszkowski, Individually
Fidanza & Goszkowski, P.A.
BY: Richard Fidanza, President
2-2645 (3/85) Richard Fidanza, President

First Federal Savings and Loan Association of Annapolis
BY: Cathy A. Partridge, Manager
(Type Name and Title)
BY: Paul Goszkowski, Vice President

529 570

273847

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented	3. <input type="checkbox"/> The Debtor is a transmitting utility.
1. Debtor(s) (Last Name First and Address(es))	2. Secured Party(ies) Name(s) and Address(es)	4. For Filing Officer: Date, Time, No. Filing Officer	
HUDSON JOHN C. 9405 BOGWOOD PK ST CAPITAL HEIGHTS MD 20743	CHESAPEAKE MH OF LAUREL, MD 10039 W. SECOND AVENUE LAUREL, MD 20707	Date: 11-17-88 Time: 1:19 PM No. Filing Officer: 100	
5. This Financing Statement covers the following type(s) of property:		6. Assignee(s) of Secured Party and Address(es)	
1988 HOLLY PARK OVERLAND PARK 14 X 70 APR 21 20927 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THEREON; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S WARRANTY AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT. <input checked="" type="checkbox"/> Products of the Collateral are also covered.		GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBRIDGE, VA 22194	
8. Describe Real Estate Here:	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records.	9. Name of a Record Owner	7. <input type="checkbox"/> The described crops are growing or to be grown on.* <input type="checkbox"/> The described goods are or are to be affixed to.* <input type="checkbox"/> The timber to be cut or minerals or the like (including oil and gas) in or on.* *(Describe Real Estate in Item 8.)
No. & Street	Town or City	County	Section
11-00 30			
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.		11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).	
By <u>John C. Hudson</u> Signature(s) of Debtor(s)		By _____ Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)	
41 FILING OFFICER COPY—NUMERICAL STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania			

Anne Arundel County

FINANCING STATEMENT

- ☐ Not subject to recordation tax
☐ Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Scandinavian Yachts Limited
Address: 222 Severn Avenue
Annapolis, Maryland 21403

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: 8701 Georgia Avenue
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

(SEE SCHEDULE A ATTACHED)

4. Check the statements which apply, if any, and supply the information indicated:

- ☐ (If collateral is goods which are or are to become *fixtures*—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

☒ Proceeds of the collateral are also covered.

☒ Products of the collateral are also covered.

Debtor(s): SCANDINAVIAN YACHTS LIMITED

By: Mogens Norlem

Mogens Norlem, President

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: Alice M. Keeney

Alice M. Keeney, Vice President
Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

111 S. Calvert Street, Suite 2610
Baltimore, Maryland 21202

Equipment. All of the Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) including, but not limited to, that which is described in any separate schedule attached hereto or at any time delivered by the Debtor to the Bank, and all proceeds thereof in any form whatsoever.

Inventory. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located including, without limitation, raw materials, work in process or finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions thereof and additions thereto and all proceeds and products thereof in any form whatsoever.

Accounts. All of the Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of, the foregoing in any form whatsoever.

WUW

RECORDATION TAX CERTIFICATE

Scandinavian Yachts, Ltd. ("DEBTOR") hereby certifies that as of this date, the collateral which is described on the attached Financing Statements is located in the jurisdictions as more particularly described below. According to the books and records of the DEBTOR, the approximate value of the collateral in each jurisdiction as of this date as follows:

I. Total Value of Property Covered By Financing Statement

\$100,830

II. State of Ontario, Canada

A. Total Debt= \$28,000

Total Value of Property covered by Financing Statement Located in Canada \$100,000

III. State of Maryland

A. Total Debt=

Total Value of Property covered by Financing Statement Located in Maryland 830

B. Allocation of Property Covered By Financing Statement To State Of Maryland And Other States

a. State of Maryland

$$\frac{830}{100,830} = .0082$$

b. Other states

$$\frac{100,000}{100,830} = .9918$$
C. Allocation Of Total Debt to State of Maryland and Other States

a. State of Maryland

$$28,000 \quad \times \quad .0082 \quad = \quad 229.60$$

b. Other states

$$28,000 \quad \times \quad .9918 \quad = \quad 27,770.40$$

D. Value Of All Maryland Assets Per County

a. Anne Arundel= 830

E. Per County Allocation Of Total Maryland Property Covered By Financing Statement

a. Anne Arundel County= $\frac{830}{830}$

F. Per County Allocation Of Total Debt

a. Anne Arundel County

$$229.60 \quad \times \quad \frac{830}{830} = 229.60$$

G. Values Of Maryland Non-Exempt Property Per County:

a. Anne Arundel County= 830

H. Taxable Portion Of Allocated Debt
(Rounded Up To Nearest Thousand)

a. Anne Arundel County $229.60 \times \frac{830}{830}$ 229.60

I. Calculation Of Per County Tax

a. Anne Arundel County

$$229.60 \quad \times \quad 7.00/1000 = \text{Minimum } 7.00$$

TOTAL MARYLAND RECORDATION TAX=

SCANDINAVIAN YACHTS, LTD.

Dated: 6/20-88

By: Morgans K. Norlem (Seal)
Morgans K. Norlem,
President

RECORDATION

G485

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE,
ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is submitted to the Public Office for filing pursuant to the Uniform Commercial Code.

Debtor's Name and Address:
Flower Lawn Service
8079 Castle Rock Court
PASADENA, MD 21122

Secured Party's Name and Address:
Ford Motor Credit
1133 Old Hickory Dr.
Mechanicsville, VA 23111

2. This statement is a continuation of Financing Statement No. 05560 dated 11-13-85

- | | | | |
|---|--|---|---|
| A. Continuation of Existing Statement
The existing financing statement between the Debtor and Secured Party, bearing the number shown above, is continued and is effective as to the following property: | B. Partial Release
From the property described in the financing statement bearing the number shown above, the Secured Party releases the following: | C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, all of its rights under the financing statement bearing the number shown above in the following property: | D. Termination <input checked="" type="checkbox"/>
The Secured Party certifies that the Secured Party no longer is a secured party under the financing statement bearing the number shown above. |
|---|--|---|---|

Liber 491 p9415

3. This transaction is exempt from the Recording Tax.

Filed with ANNE ARUNDEL CO.

Ford Motor Credit
NAME OF SECURED PARTY

Dated: 6-24- 19 88

By: R. Davis

FORM 100 JULY 85 1288-M MARYLAND ONLY

RECORD FEE 20.00
POSTAGE 1.50
STAMPED 6/24/88
6/24/88

10.00
50

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic reproduction.

256318

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE,
ASSIGNMENT, TERMINATION (Maryland)

This financing statement is presented to the State of Maryland for filing pursuant to the Uniform Commercial Code.
SECTION 9-103(a)(1) - FIRST FILING

Michael A. McConnell
1628 Wood tree Ct. West
ANNAPOLIS, MD 21401

Ford motor credit co.
1133 Old Hickory Dr.
Mechanicsville, VA 23111

SEE FINANCIAL STATEMENT, FILING NUMBER AND FILING OFFICE

3. This statement refers to filing, financing statement No. 09923 dated 4-23-85

A. Continuation of existing financing statement. The existing financing statement between the secured party and the debtor, bearing the file number shown above, is still effective.	B. Partial Release. The secured party has released the collateral described in the financing statement bearing the file number shown above, the secured party releases the following:	C. Assignment. The secured party assigns to the assignee, whose name and address is shown below, secured party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination. The secured party hereby certifies that the secured party no longer claims a security interest under the financing statement bearing the file number shown above.
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Liber 484 pg 293

4. This transaction is exempt from the Recording Tax.

Filed with: ANNE ARUNDELL CO

Ford motor Credit
NAME OF SECURED PARTY

Dated: 6-23-88

By: B. Davis

FORM 100-1 (2000-1) (MARYLAND ONLY)

RECORDING FEE 10.00
STAMPAGE 1.00
RECEIVED 11/25/88

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

13

This FINANCING STATEMENT is presented to a filing office for filing pursuant to the Uniform Commercial Code.		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es): Coffee Delight, Inc. 326 Rte 3 So. Unit 34 Millerville, MD	2. Secured Party(ies) and address(es): Servatron, Inc. 249 E. Ocean Blvd., Ste 1000 Long Beach, CA 90802	For Filing Officer (Date, Time, Number, and Filing Office): JAN 20 1993 1:25 PM TEW
4. This financing statement covers the following types (or items) of property: 12 Each RC2 2 Each RC 2 At No Charge 12 Each RD3AF 2 Each RD3AF At No Charge 6 Each LPF 1 Each LPF At No Charge See Attachment "A" For Serial Numbers		5. Assignee(s) of Secured Party and Address(es): FIRESTONE FINANCIAL CORP. 38 Glen Avenue P.O. Box 789 Newton Centre, MA 02 59
The statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if not) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected. Check <input checked="" type="checkbox"/> if covered. <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional sheets presented:		Filed with:
By: <u>Robert Mitch Wright</u> Robert Mitch Wright, President		By: <u>Dege Matheson</u> Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

529 577 - A

ATTACHMENT "A"

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>SERIAL NUMBERS</u>
12	RC2	93219,93220,93221,93222 93223,93224,93225,93226 93227,93228,93229,93230
2	RC2	93231,93232
12	RD3AF	82713,82714,82715,82716 82717,82718,82719,82720 82721,82722,82723,82724
2	RD3AF	82725,82726
<u>6</u>	LPF	2581,2582,2583,2584,2585 2586
1	LPF	2587

Coffee Delight, Inc.

x Robert Mitch Wright

Robert Mitch Wright President

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- ☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax, Principal Amount is \$ 60,000.00
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR
Garman Brothers, Inc.
(Name)
1270 River Road
(Address)
Crownsville, Maryland 21032

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
Attn Catherine T. Lewis
(Name of Loan Officer)
18 West Street
(Address)
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

1988 Catapiilar Tractor Wheel Loader Model 916
Serial #2XB01369

RECORD FEE 11.00
RECORD TAX 420.00
TOTAL 431.00
PAID 11/17/88
TEW

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor:

3. ☐ Products of the collateral are also specifically covered.
4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)
(Seal)
(Signature)
Louis W. Garman, Secretary/Treas.
(Print or Type Name)

DEBTOR (OR ASSIGNOR)
(Seal)
(Signature)
Charles E. Garman, President
(Print or Type Name)

11.00
420.00
431.00
BS-0850A-8406

BOOK 529 PAGE 579

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3. Maturity date (if any):
1. Debtor(s) (Last Name, First) and address(es): TRI STATE MARINE DISTRIBUTORS INC. ROUTE 256 DEALE, MD. 20751	2. Secured Party(ies) and address(es): GENERAL ELECTRIC CREDIT CORPORATION P.O. BOX 957 BELLEVUE, WA. 98009	For Filing Officer (Date, Time and Filing Office):
4. This statement refers to original Financing Statement bearing File No. ** 211740 071041 Filed with COUNTY Date Filed 12/28 19 87		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input checked="" type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10. ** BOOK 521 PAGE 303 AMEND SECURED PARTY NAME TO READ: GENERAL ELECTRIC CAPITAL CORPORATION P.O. BOX 957 BELLEVUE, WA. 98009		
No. of additional Sheets presented:		
TRI STATE MARINE DISTRIBUTORS, INC.	GENERAL ELECTRIC CAPITAL CORPORATION	
By: <i>Albert E. Pines</i> Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).	By: <i>Q. Christman</i> Signature(s) of Secured Party(ies)	
(1) Filing Officer Copy - Alphabetical		
STANDARD FORM - FORM UCC-3		

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ N/AIf this statement is to be recorded in land records check here. ☐This financing statement dated May 17, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Family Floors, Inc.Address 522 Ritchie Highway Glen Burnie, MD 21061

2. SECURED PARTY

Name Alban Lift Truck, Inc.Address 2945 Whittington Avenue Baltimore, MD 21230First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:
First Interstate Credit Alliance, Inc.
P.O. Box 1680
500 Dignilian Blvd.
Glen Burnie, MD 21061

Equipment at 10118 York Road, Cockeysville, MD. 21230

RECORD FEE 17.00

POSTAGE .50

#177710 DTTT R04 113139

07/20/88

CHECK ☒ THE LINES WHICH APPLY6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Family Floors, Inc.

See attached for original signature.
(Signature of Debtor)

First Interstate Credit Alliance, Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line
GARY E. KIMMEL, ADMIN. V.P.

EQUIPMENT LEASE AGREEMENT

"LESSOR": Alban Lift Truck, Inc."LESSEE": Family Floors, Inc.Address: 2945 Whittington AvenueAddress: 522 Ritchie HighwayBaltimore, MD 21230Glen Burnie, MD 21061

On the 17th day of May, 19 88, Lessor hereby leases to Lessee the following property (hereinafter called "Equipment"), as-is, which is for commercial use and is not consumer goods, for a lease term at the Total Rent and on the terms and conditions stated below and continued on the reverse side hereof:

Description of Equipment (Include make, year, model, identification, model and serial numbers or marks):

One (1) Used Caterpillar Model M25
Electric Lift Truck, S/N 41W01757

TOTAL RENT \$ 9,576.00ADVANCE RENT Paid Herewith \$ 798.00BALANCE OF RENT \$ 8,778.00

*Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc., successor by merger.

Equipment to be located at: 522 Ritchie HighwayGlen Burnie, MD 21061

Record Owner of Real Estate:

Lessee acknowledges receipt of and accepts Equipment and acknowledges that no warranties, representations or agreements not expressed herein have been made by Lessor; and Lessee further acknowledges notice of the intended assignment of this lease to either Credit Alliance Corporation or Leasing Service Corporation (said assignee hereinafter called "Holder") and upon such assignment, Lessee agrees not to assert against Holder and any subsequent assignee any defense, setoff, recoupment, claim or counterclaim which Lessee may have against the Lessor who has executed this lease and/or any prior Holder, whether arising hereunder or otherwise. Lessee, jointly and severally, if more than one, agrees and promises to pay to the order of Lessor or Holder (whoever is the then holder of this lease, such holder hereinafter called "Lessor"), said Balance of Rent, plus any applicable sales tax, in successive monthly installments commencing on the

18th day of June, 19 88, and continuing on the same date of each month thereafter until paid; the first 32 installments shall each be in the amount of \$ 266.00, plus any applicable sales tax, and the final installment shall be in the amount of

\$ 266.00, plus any applicable sales tax, payable at any office of Lessor, or at such other place as Lessor may from time to time appoint. Lessee will pay monthly any personal property tax as estimated by Lessor. The term of this lease shall commence upon the acceptance thereof by Lessor and shall terminate 30 days following the due date for the final installment of rent as provided hereinabove.

Equipment shall be located at the address herein set forth, and shall not be removed from such location without the prior written consent of Lessor. Lessee will not change or remove any insignia or lettering which is or may be placed on Equipment indicating Lessor's ownership thereof and at any time during the term of this lease, upon request of Lessor, Lessee will affix to Equipment in a prominent place, labels, plates or other markings stating that Equipment is owned by Lessor. Lessee shall use Equipment solely in the conduct of its business and in a careful, lawful and proper manner, and shall not part with possession of or enter into any sub-lease with respect to Equipment or any part thereof or assign this lease or any interest hereunder without the prior written consent of Lessor and any attempted assignment shall be null and void. Lessee, at its own cost and expense, shall keep Equipment in good repair, condition and working order and shall furnish any and all parts and labor required for that purpose. Lessee shall not make any material alterations to Equipment without the prior written consent of Lessor. No invoice issued prior to the complete performance of this lease shall operate to pass title to Lessee. All equipment, accessories, parts and replacements for or which are added to or become attached to Equipment shall immediately become the property of Lessor and shall be deemed incorporated in Equipment and subject to the terms of this lease as if originally leased hereunder.

Lessee hereby assumes and shall bear the entire risk of loss of and damage to Equipment from any and every cause whatsoever. No loss of or damage to Equipment or any part thereof shall impair any obligation of Lessee hereunder, which shall continue in full force and effect. In the event of damage of any kind whatever to any item of Equipment (unless the same be damaged beyond repair), Lessee, at the option of Lessor, shall at Lessee's expense place the same in good repair, condition and working order, or replace the same with like Equipment of the same make and the same or a later model, in good repair, condition and working order. If Equipment, or any portion thereof, is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair, Lessee shall immediately pay Lessor therefor in cash an amount equal to the actual fair market value of the Equipment involved plus 25% of the aggregate amount of unpaid Total Rent for the balance of the term of this lease allocated by Lessor to the Equipment involved but in no event less than 115% of the unpaid Total Rent allocated by Lessor to the Equipment involved. Upon payment as aforesaid, this lease shall terminate with respect to the item of Equipment so paid for. The proceeds of any insurance payable as a result of loss of or damage to Equipment shall be applied, at the option of Lessor, toward the replacement, restoration or repair of Equipment or toward payment of the obligations of Lessee hereunder. Lessee shall indemnify and save Lessor harmless from any and all liability arising out of the ownership, selection, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, but shall be credited with any amounts received by Lessor with respect thereto from liability insurance procured by Lessee. Lessee shall keep Equipment insured against all risks of loss or damage from any cause whatsoever for not less than (a) the actual fair market value of the Equipment; or (b) the cost of Equipment to Lessor less reasonable depreciation; or (c) the aggregate amount of unpaid Total Rent for the balance of the term of this lease; whichever be greatest. Lessee shall carry public liability insurance, both personal injury and property damage, covering Equipment. All insurance shall be in form and amount and with companies satisfactory to Lessor. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lessor, and all such liability insurance shall be in the joint names of Lessor and Lessee. Lessee shall pay the premiums therefor and deliver to Lessor the policies of insurance or duplicates thereof, or other evidence satisfactory to Lessor of such insurance coverage. Each insurer shall agree, by endorsement upon each policy issued by it or by independent instrument furnished to Lessor, that it will give Lessor 30 days, prior written notice of the effective date of any alteration or cancellation of such policy. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, execute and endorse in Lessee's name, all documents, checks or drafts due and/or payable to Lessee or any other party. In case of the failure of Lessee to procure or maintain said insurance or to comply with any other provision of this lease, Lessor shall have the right, but shall not be obligated, to effect such insurance or compliance on behalf of Lessee. In that event, all sums incurred by Lessor in effecting such insurance or compliance shall be deemed to be additional rent and shall be immediately paid by Lessee to Lessor. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content. Lessee shall comply with all laws and regulations relating to, and shall promptly pay when due, all license fees, registration fees, assessments, charges and taxes which may now or hereafter be imposed upon the ownership, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, and shall save Lessor harmless against actual or asserted violations, and pay all costs and expenses of every character in connection therewith or arising therefrom.

Title to Equipment shall at all times remain in Lessor, and Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep Equipment free and clear from all levies, attachments, liens, encumbrances and charges or other judicial process of every kind whatsoever, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee will cooperate with Lessor, and take whatever action may be necessary, to enable Lessor to file, register or record, and refile, re-register or re-record this lease in such offices as Lessor may determine and wherever required or permitted by law, for the proper protection of Lessor's title to Equipment, and will pay all costs, charges and expenses incident thereto. Equipment is and shall remain personal property irrespective of its use or manner of attachment to realty, and Lessee will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of Lessor and the prior written agreement of the owner (if other than Lessee) and of any mortgagees of such realty, that Equipment shall remain personal property and may be removed at the option of Lessor. If Equipment is removed, with the consent of Lessor, from the address specified above, Lessee shall advise Lessor of its exact location. In any jurisdiction where the Uniform Commercial Code is in effect Lessee grants to Lessor a security interest in the Equipment and any and all inventory, goods, equipment, machinery, fixtures, chattels, furniture, accounts receivable, contract rights, general intangibles, property and assets of any and every kind, wherever located, now or hereafter belonging to Lessee in which Lessee has any interest, and proceeds thereof, and agrees that any security interest created by this agreement secures any and all obligations of Lessee at any time owing to Lessor, now existing and/or hereafter incurred. Lessor may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where Equipment is located and may remove Equipment forthwith, without notice to Lessee, if Equipment is, in the opinion of Lessor, being used beyond its capacity or in any manner improperly cared for or abused. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE.

LESSEE ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT COPY OF THIS CONTRACT.

Accepted: Alban Lift Truck, Inc. (SEAL)

(Print Name of LESSOR Here)

By: [Signature]
(Signature and Title of Authorized Officer, Partner or Individual)Attest: _____
Witness: _____ SecretaryAccepted: Family Floors, Inc. (SEAL)

(Print Name of LESSEE Here)

By: [Signature]
(Signature and Title of Authorized Officer, Partner or Individual)Attest: _____
Witness: _____ Secretary

This instrument was prepared by _____

TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT (Continued)

If Lessee fails to pay any rent or any other amount hereunder when due or fails to pay when due any indebtedness of Lessee to Lessor arising independent-ly of this lease or fails to perform any of the terms and provisions hereof or of any other agreement with Lessor or changes its management, operations, ownership of its stock, or control, becomes insolvent or makes an assignment for the benefit of creditors or if any bankruptcy, receivership or other insolvency proceeding is instituted by or against Lessee or if Lessor shall at any time deem the Equipment in danger of misuse, concealment or misappropriation or if Lessor shall deem itself insecure, then Lessor may, without notice or demand, declare the entire amount of rent then unpaid hereunder together with delin-quency charges, collection charges and reasonable attorney's fees, which are hereby agreed to be 20% of any amount sought, and all other sums owing to Lessor by Lessee (the sum of all of which is hereinafter called the "Balance") immediately due and payable, whereupon said Balance shall immediately be due and payable and Lessee will immediately deliver possession of the Equipment to Lessor and Lessor may, at its option and without notice and without legal pro-cess (Lessee hereby waiving, with full knowledge of Lessee's rights and the effect of this waiver, any right to a hearing prior to any retaking of any property by Lessor), to the extent permitted by law: (1) recover the Balance; (2) take possession of the Equipment wherever same may be located (with all additions and substitutions), Lessee agreeing to assemble same and deliver same to a place designated by Lessor, whereupon all rights of Lessee in the Equipment shall ter-minate absolutely (but Lessee shall not be released from its obligations under this agreement until the Balance has been paid in full). Lessee hereby authorizing and empowering Lessor or its designee to enter upon any premises where the Equipment may be found and take possession and carry away same without pro-cess of law, and (a) retain Equipment and all prior payments of rent; or (b) retain all prior payments and either (i) sell Equipment at public or private sale (all without publication or notice to Lessee and with the right in Lessor to purchase any of the Equipment at such sale) applying any net proceeds less 15% of Total Rent to all charges and expenses incurred by Lessor in connection with or incidental to the retaking, storage, repair, refurbishing and sale, including attorney's fees, then to the Balance and then to any other amounts owing by Lessee to Lessor; or (ii) retain Equipment and credit Lessee with the reasonable re-leasing value of the Equipment; Lessee remaining in any event liable for any delinquency; and (3) pursue any other remedy permitted by law or equity. It is agreed that any amounts to be retained by Lessor and any sums to be paid by Lessee under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein are cumulative and may be exercised, to the extent permitted by the law of the controlling jurisdiction, suc-cessively or concurrently, and the exercise of one shall not bar any other. **LESSOR, LESSEE AND ANY GUARANTOR WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION BASED HEREON OR IN ANY WAY RELATING TO THIS AGREEMENT.** Lessee hereby irrevocably authorizes any attorney of any Court of Record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permit- ted by law) for the Balance, without stay of execution, and Lessee hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force. As part of the consideration for Lessor's entering into this lease, Lessee hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as Lessee's true and lawful attorney-in-fact and agent for Lessee and in Lessee's name, place and stead to accept service of any process within the State of New York, Lessor agreeing to send notice thereof to Lessee at its address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court located within the State of New York regarding any matter arising hereunder. No failure on the part of Lessee to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other right or remedy. Time is of the essence of this lease and shall not be affected by acceptance of any overdue payment. Should Lessee fail to pay any part of the rent herein reserved or any other sum required to be paid by Lessee hereunder, Lessee shall pay Lessor a delinquency charge of 1/15 of 1% per day on such delin-quent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorney's fees. Any security interest granted herein shall attach to any proceeds. Each person signing this agreement warrants full authority to sign for the party named. Lessor may, in its sole discretion apply and/or change applications of any sums paid and/or to be paid by or for Lessee under any agreements to any obligations of Lessee presently existing or otherwise.

On termination hereof, Lessee shall, at its own cost and expense, return Equipment to Lessor at such address specified by Lessor, in the same condition as received, reasonable wear and tear and normal depreciation excepted. Lessee shall have the option at the end of the original or any renewal term hereof, if Lessee then is not and has not been in default in any of Lessee's obligations to Lessor, to purchase equipment as a whole but not in part, as-is, where-is, upon giving at least 60 days' prior written notice to Lessor and upon payment simultaneously with such notice of the Purchase Option amount as indicated on the reverse side hereof. If, upon the expiration of the original or any renewal term hereof, Lessee then is not and has not been in default in any of Lessee's obliga- tions to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor writ- ten notice of renewal at least 60 days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, and if Lessee fails to purchase the Equipment or return the Equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease for the initial term, subject to termination by Lessor at any time upon written notice to Lessee. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms.

This contract contains the entire agreement of the parties and may not be modified except in writing. Lessee specifically warrants that all representations and warranties are merged herein and unless specifically indicated hereon are not valid or enforceable. Any provisions hereof violating the law of any jurisdic- tion shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties hereto each warrant and agree that Lessee has not received possession of the Equipment prior to the date hereof. Intending that each and every provision of this agreement be fully effective according to its terms, the parties hereto specifically agree that the validity, enforceability and effectiveness of each provision shall be determined by the law of the state of residence or principal place of business of Lessee or Lessor or the original lessor, whichever may render each such provision effective. This agreement shall be binding upon the heirs, administrators, legal representatives and successors of Lessee.

GUARANTORS SIGN HERE:

The undersigned jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled are hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without re- quiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes an election of remedies against Lessee, nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed. Guarantor hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as Guarantor's true and lawful attorney-in-fact and agent for Guarantor and in Guarantor's name, place and stead to accept service of any process within the State of New York, Lessor agreeing to send notice thereof to Guarant- or at its address, by certified mail, within three days of such service having been effected, and agrees to the exclusive venue and jurisdiction of any Court located in the State and County of New York.

_____ (Guarantor)	(L.S.)	_____ (Guarantor)	(L.S.)
_____ (Guarantor)	(L.S.)	_____ (Guarantor)	(L.S.)

INSTRUCTIONS FOR THE USE OF THIS FORM.

- Subject to local requirements, DO NOT USE THIS FORM, unless prior clearance is obtained from CREDIT ALLIANCE CORPORATION or LEASING SERVICE CORPORATION:
 - For MOTOR VEHICLES and NON-COMMERCIAL GOODS.
 - In LOUISIANA, MONTANA, NEBRASKA, PUERTO RICO, RHODE ISLAND and VIRGINIA.
 - In CONNECTICUT, if cost of goods is under \$8,000.01.
- All BLANKS must be filled in BEFORE THE PARTIES SIGN. Type or print legibly the names of all persons signing beneath their signatures. If equipment is to be affixed to realty, complete the WAIVER by Landlord and Mortgagee (obtain form from Credit Alliance Corporation or Leasing Service Corporation). When executing, if Corporation, an Authorized Officer should sign, stating his Title and attach Corporate Seal. If Partnership, first sign Firm Name and have all Partners sign. If unsure of firm name, indicate names of all partners and add "Individually and doing business as" and then add firm name; have all partners sign."
- In view of technical local requirements, neither CREDIT ALLIANCE CORPORATION nor LEASING SERVICE CORPORATION can be responsible for the correctness or adequacy of this form, methods of execution, enforceability of covenants and remedies, filing requirements, etc. Local counsel should be consulted.

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale

contract and/or lease and/or chattel mortgage (herein called "contract") dated May 17, 1988

between ALLEN LIFE TRUCK, INC., as Seller/Lessor/Mortgagee,

and FAMILY FLOORS, INC. 521 EIGHTH AVENUE, GLEN BURLE, MD 21041
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease to or mortgage of the Property by Obligor in the ordinary course of business and is the only agreement with respect thereto; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured (and will continue to be so) and we will fulfill our obligations to Obligor with respect to same; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. If any of our representations are or become untrue, we will immediately pay to FICAI the then unpaid balance outstanding under the contract without requiring FICAI to proceed against any person or property. **In consideration of FICAI accepting this assignment, we hereby designate and appoint Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as our true and lawful attorney-in-fact and agent for us and in our name, place and stead, to accept service of any process within the State of New York, FICAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected.** FICAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to FICAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in FICAI's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that FICAI shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon FICAI's request, pay to FICAI, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by FICAI in accordance with FICAI's usual procedures and will be such amount as will enable FICAI to receive, with respect to the contract, such rate of return as FICAI would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto FICAI any interest that we may have in the Property and/or any monies that FICAI may be holding for our account. Upon our execution hereof, we shall have no authority without FICAI's prior written consent to accept collections and/or repossess and/or consent to the return of the Property and/or modify the terms of the contract. **We agree to the exclusive venue and jurisdiction only of courts having situs within the State and County of New York for all actions, proceedings, claims, counterclaims and crossclaims relating to the contract and this Assignment.**

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned

hereby is \$ 6,778.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 17th day of May, 1988

ALLEN LIFE TRUCK, INC. (Seal)

(Seller/Lessor/Mortgagee)

By: *[Signature]*

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

88-334

PLEASE RETURN TO:
COMMERCIAL DIVISION
THE SENTINEL TITLE CORPORATION
400 E. PRATT ST. SUITE 606
BALTIMORE, MARYLAND 21202-3184

529 PAGE 581

273053

FINANCING STATEMENT

1. ☐ To be recorded in the Land Records.
2. ☒ To be recorded among the Financing Statement Records.
3. ☒ Not subject to Recordation Tax.
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s) Address(es)
New Vision Enterprises Suite 121
300 Hospital Drive
Glen Burnie, Maryland 21061

6. Secured Party Address
Equitable Bank, National Association
Attention: Colleen Jurak 100 S. Charles Street
Baltimore, Maryland 21201
Documentation Assistant

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☐ A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. ☐ All or a portion of the property described above is affixed to or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors New Vision Enterprises

By: Martin J. Shuman (Seal) _____ (Seal)
Martin J. Shuman, General Partner
_____(Seal) _____(Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7/82)

RECORD FEE 11.00
POSTAGE .50
#150350 0237 R03 109:11
07/21/88

11.00
1.50

TEW

SCHEDULE A

This Schedule A is attached to and made a part of a financing statement by and between New Vision Enterprises and Equitable Bank, National Association.

SECTION G CONTINUED:

All right, title and interest in any and all leases and any security deposits thereunder, whether now or hereafter executed by the Debtor as lessor of all or any portion of the real property known as Unit Nos. 108 and 110, 17-19 Fontana Lane Condominium, Golden Ring Executive Park Office Building, Baltimore, Maryland 21237.

TERMINATION STATEMENT

File Number of original financing statement: Line - 494
Page - 161
260133

Place Filed: Circuit Court for Anne Arundel County

Date Filed: 1/28/86

This termination statement is presented to a filing officer for filing pursuant to the provisions of Article 9 of the Uniform Commercial Code of Maryland.

1. Name of debtor: Kenneth O'Dea, Jr., T/A Pizza On Wheels

2. Address of debtor: 11810 Reisterstown Road
Reisterstown, MD 21136

10194 Baltimore National Pike
Ellicott City, MD 21043

3. Name of secured party: First Federal Savings and Loan Assoc.
of Annapolis

4. Address of secured party: 1832 George Avenue
Annapolis, MD 21401

RECORD FEE 10.00
POSTAGE .00
POSTAGE .45
M17726 CITY RD 113.75
81/30/86
NEW

This will certify that the secured party named above no longer claims a security interest under the financing statement bearing the above file number

Witness:

Secured party: First Federal Savings
and Loan Association
of Annapolis

Jachlyn M. Amor

By: *Linda Armstrong* (SEAL)

Title: *Asst-V.P.*

W17:TS4

1582

MARYLAND FINANCING STATEMENT

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Severn Graphics, Inc.
7590 Ritchie Hwy. (Name or Names) Glen Burnie, Maryland 21061
(Address) FSB 742
LESSEE _____
(Name or Names) _____
(Address) _____
2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234
3. ASSIGNEE (if any) Federal Savings Bank of Maryland
of LESSOR 8200 Harford Road (Name or Names) Baltimore, Maryland 21234
(Address) _____

4. This financing Statement covers the following types (or items) of property:

See attached Schedule A

RECORD FEE 11.00
POSTAGE .30
#117730 CFTT R04 713140
07/20/08
TEW

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE

Severn Graphics, Inc.By: Jim T. Russell (Title) Treasurer

(Type or print name of person signing)

By: _____ (Title) _____

(Type or print name of person signing)

LESSOR

CHESAPEAKE INDUSTRIAL LEASING CO., INC.By: Brian G. Connelly Manager (Title)

(Type or print name of person signing)

Return to: _____

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

1150

Attached to and made a part hereof Equipment Lease No. FSB 742
dated July 13, 1988.

<u>Quantity</u>	<u>Description</u>
1	Shaffstall 6000-4 SN#A413
	Includes; 2260 PCB SN#0284
1	Tandon 8" Disc Drive SN#613133
1	455 Disc Drive SN#400171
1	504 Disc Drive SN#A823371
1	373 Disc Drive SN#1000636
	2258 PCB SN# 0373
	2259 PCB SN# 0384
1	E-PROM SN# AAL00352
1	835 Shielded Cable
1	AC Cable
1	Shaffstall 6000 Manual

Approved and agreed to this 13th day of July, 1988

Lessee: Severn Graphics, Inc. Lessor: Chesapeake Industrial Leasing Co., Inc.

By: [Signature] By: Brian G. Connolly Manager

STATE OF MARYLAND

BOOK 529 PAGE 589

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249203

RECORDED IN LIBER 466 FOLIO 209 ON Sept. 3, 1983 (DATE)

1. DEBTOR

Name Genderson Chevrolet, Inc., d/b/a Genderson BMW

Address 138 Revell Highway, Annapolis, MD

2. SECURED PARTY

Name BMW of North America, Inc.

Address 1 BMW Plaza, Montvale, NJ 07645

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

RECORD FEE 10.00
POSTAGE .50
#177740 CITY R04 TL3:41
07/20/88

CHECK ☒ FORM OF STATEMENT

A. Continuation ☒
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
(Indicate whether amendment, termination, etc.)

Dated _____

Michael McManara
(Signature of Secured Party)

BMW of North America, Inc.
Type or Print Above Name on Above Line

1050

06F-21270500

* 16701 Anne Arundel Co MD

RHM

BOOK 529 PAGE 590 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 273880

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chesapeake Paving Co.

Address 816 Double Gate Road, Davidsonville, MD 21035

2. SECURED PARTY

Name GFS Leasing, Inc.

Address 124 Slade Avenue, Suite 100, Pikesville, MD 21208

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00
#177750 C177 004 114103

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1 New 1988 Diamond Reo C11664DB Dump Truck S/N

14" Heil Steel Dump Body S/N

Name and address of Assignee
American Network Leasing
Partnership B-1
124 Slade Avenue, Suite 100
Pikesville, MD 21208

07/20/08

Not Subject to Recordation Tax
Conditional Sales Contract

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Chesapeake Paving Co.

(Signature of Debtor)

Martha A. Wilson

Type or Print Above Name on Above Line

Martha A. Wilson

(Signature of Debtor)

Type or Print Above Signature on Above Line

GFS Leasing, Inc.

(Signature of Secured Party)

Sharon Halland

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name James E. FooteAddress 1825 George Ave Annapolis, MD 21401

2. SECURED PARTY

Name Outdoor PowerAddress 1915 Lincoln DriveAnnapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1-John Deere 855 Tractor MFWD

S/N M00855D491483

1-John Deere 72" Mower

S/N

RECORD FEE 11.00
POSTAGE .50
#177760 CTTT 104 TLWMD
07/20/82

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

James E. Foote

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Outdoor Power

Type or Print Above Signature on Above Line

273862

427
5/8

BOOK 529 PAGE 592

AA Co. 7/9/85
S/L Min. Fert.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here \$ _____If this statement is to be recorded
in land records check here. ☐This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.Address The Steffey Bldg., Ste. 200-B, 407 Grain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name SIGNET BANK/MARYLANDAddress 7 St. Paul Street, 5th FloorBaltimore, MD 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Signet Bank/MD of certain lease payments under certain True Lease
Assignment dated 3/2/88, Schedule # 02, dated 6/27/88 between Assignor as
Lessor and LEASE ACCOUNT # 308820 as Lessee. Assignor has granted a Security Interest
in the following equipment leased to Lessee and Assignee per a Non-Recourse Assignment of
Rents dated 7/12/88 between Assignor and Assignee:

Two (2) Caterpillar Articulated Wheel Loaders Model 910 s/n's 41Y02996, 41Y02997
w/all standard eq.; ROPS E18483, E18484 eng. s/n's 45V72994, 45V72997

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be
affixed to: (describe real estate)

RECORD FEE

11.00

POSTAGE

.50

HITTTT TO CTTT R04 T14 09

07/20/88

☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

(Signature of Debtor)

Frank J. Sario, III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signet Bank/ Maryland

(Signature of Secured Party)

Georgia DiLella CFO

Type or Print Above Name on Above Line

Filed

11.3

Maturity date, if any

7. This financing statement covers the following types (or items) of Property:

All fixtures, equipment, rents, profits and/or proceeds appurtenant to or arising out of the real property described below and on the attached Exhibit A

All replacement or substitute collateral and all sales proceeds are also covered.

Property Address: 2908 Southwater Point Road
Annapolis, Maryland 21401

RECORD FEE
POSTAGE
#111171 0745 P

POSTAGE	.50
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NY 14470 1445 R01 T14:31

07/20/89

NEW

<p>8 a. (x) Proceeds are also covered</p> <p>8 b. x) Products of collateral are also covered</p>	<p>No. of add'l sheets presented ()</p>
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Filed with Circuit Court Clerk of Anne Arundel County; Other State Dept. A&T

9. Transaction is () , is not () subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$

10. This statement to be returned after recordation to ~~XXXXXXXXXXXXXXXXXX~~

Steven H. Hofberg
110 North Washington Street, Suite 404

Signature of Secured Party _____ Rockville, MD 20850 Signature of Debtor _____

By Diversified Lending Services, Inc.

By Carl Franklin Catlin, Jr.

By Kay Arnold Catlin
Kay Arnold Catlin

Anne Arundel County
State of Maryland
Chattel Records

FINANCING STATEMENT

1. Debtor: Address:
John J. McGovern 3300 Jones Bridge Rd.
Lisa Marie McGovern Chevy Chase, Md., 20815
 2. Secured Party: Address:
FIRST AMERICAN BANK, N.A. 740 15th St., N.W.
a national banking association Washington, D.C. 20005 FEE 15.00
POSTAGE .50
 3. This Financing Statement covers: #314740 C345 R01 T14:49
07/20/88
- (a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the real estate herein described ("Real Estate") or any part thereof and used or usable in connection with any present or future operation of said Real Estate or any part thereof and now owned or hereafter acquired by Debtor and all fixtures and equipment including but not limited to all gas and electric fixtures, engines, radiators, heaters, air conditioners, furnaces, heating equipment steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing, heating and cooling fixtures, mantels, refrigerating plant mechanical or otherwise, cooking apparatus and appurtenances, shades, awnings, screens and blinds, and all other appliances and equipment (including but not limited to refrigerators, dishwashers, trash compactors, washing machines, dryers, disposal systems, stoves and ovens) which are now owned or hereafter acquired by the Debtor for the use or installation in on or about the Real Estate or any portion thereof; and

Return to: First American Bank, N.A.
Real Estate Department
740 15th Street, N.W.
Washington, D.C. 20005

-2-

(b) all accounts receivable (accounts) in respect of any and all leases executed by the Debtor, as Lessor, on any part or parcel of the described Real Estate and the improvements located thereon, whether said accounts receivable are in existence or are hereafter created and the proceeds thereof; and

(c) all contract rights (accounts) in respect of any and all leases executed by Debtor, as Lessor, of any part or parcel of the Real Estate and the improvements located thereon, whether said contract rights are in existence or created hereafter and the proceeds thereof; and

(d) all building materials and equipment wherever located now or owned or hereafter acquired for installation on the Real Estate; and

(e) all contract rights and accounts receivable (accounts) and general intangibles in respect of or in anywise relating to the Real Estate or any part thereof including, but not limited to, all sales contract or option contract deposits or payments relating to the Real Estate or any part thereof; and

(f) all Plat Plans, Site Plans, Subdivision Plat and all other plans and specifications now or hereafter prepared (or revised) relating to the Real Estate; and

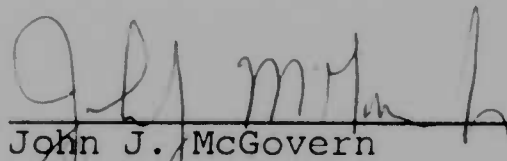
(g) all insurance proceeds and condemnation awards now or hereafter acquired by Debtor received in connection with the Real Estate.

4. Proceeds and products of collateral are covered hereunder.

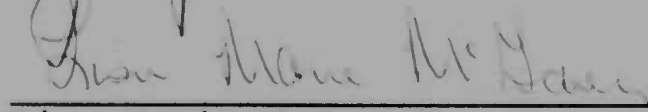
5. The Real Estate is that parcel owned by Debtor located in the district of columbia and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

BY:


John J. McGovern

BY:


Lisa Marie McGovern

SCHEDULE A

Being known and designated as Lot No. 205R as shown on the plat entitled "Administrative Lot Line Change Lots 205, 206 and 207 Round Bay on the Severn" which plat is recorded among the Land Records of Anne Arundel County in Liber 3991, folio 623.

TEW

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es) Oleczuk, Joseph John 624 Cedar Wood Lane Crownsville, MD 21032	2 Secured Party(ies) and address(es) BANC ONE FINANCIAL CORPORATION Now Known As: BANC ONE LEASING CORPORATION 8060 Montgomery Road Cincinnati, OH 45236	For Filing Officer (Date, Time, Number, and Filing Office)
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4 This financing statement covers the following types (or items) of property

See Schedule A-1 Attached

ASSIGNED TO: BANK ONE, COLUMBUS, NA
100 East Broad Street
Columbus, OH 43271

RECORD FEE 30.00
POSTAGE 1.00
#170030 CTTT NOV 1988 1
01/21/89

This equipment is owned by the secured party and is leased to the debtor party:

Check ☒ if covered: ☒ Proceeds of Collateral are also covered ☐ Products of Collateral are also covered No. of additional sheets presented:
Filed with Anne Arundel County Recorder 472.484

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financial statement bearing the file number shown above.

1050
Dated:

June 16, 1988

By:

BANK ONE, COLUMBUS, NA
K. S. Rutherford, S.A.O.

(Signature of Secured Party or Assignee of Record - Not Valid until signed)

Filing Officer Copy — Acknowledgement — Filing officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgement.

MN281301.FIS
1840

529 508

FINANCING
RECORDS

②

FINANCING STATEMENT

1. Name of Debtor: BETSON AVENUE ASSOCIATES
Address: c/o Mr. Ernest J. Litty, Jr.
P. O. Box 364
Millersville, Maryland 21108
2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate Industries Group
Construction Finance Section
10 Light Street
Baltimore, Maryland 21202
3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated July 14, 1988 from Debtor to Stephen F. Beckenholdt and Dennis M. Miller, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

(d) Proceeds and products of all collateral are covered.

1400
50

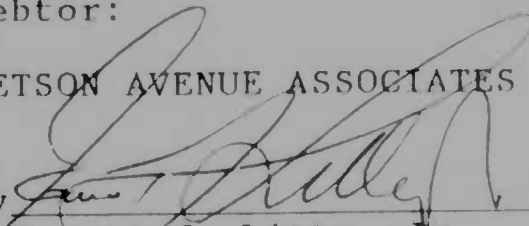
SEE PG 2

4. Recordation tax on the principal sum of \$1,196,400 has been paid to the Clerk of the Circuit Court of Anne Arundel County, Maryland upon recording of the Deed of Trust.

Debtor:

BETSON AVENUE ASSOCIATES

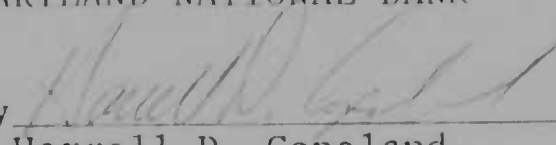
By


Ernest J. Litty, Jr.,
Partner

Secured Party:

MARYLAND NATIONAL BANK

By


Harrell D. Copeland,
Vice President

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Jeffrey H. Seibert, Esquire

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
2. WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

529 600

EXHIBIT A

PROPERTY DESCRIPTION

ALL those lots or parcels of land located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

Being known and designated as Lot Nos. 1, 2, 3, 4, 5, 6 and 7, Septic Lot (2.613 acres), Open Space, Storm Water Management Parcel (1.016 acres) all as shown on a Plat entitled, "Mayfield Industrial Park", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 99, page 7.

**END
LIBER**